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AGREEMENT

BETWEEN

ALLEGHENY ENERGY

and

LOCAL UNION NO. 102

UTILITY WORKERS UNION OF AMERICA

MAY 1, 2001 to MAY 1, 2006



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AGREEMENT

This Agreement made and entered into this 28th day of April, 2002, to be effective as of May 1, 2001, except as otherwise hereinafter provided, by and between Allegheny Energy Service Corporation on behalf of Allegheny Energy Supply, LLC and The Potomac Edison Company and West Penn Power Company doing business as Allegheny Power, hereinafter referred to as the "Company," and the Utility Workers Union of America, AFL-CIO, on and in behalf of Local No. 102, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the Company is engaged in furnishing an essential public service which vitally affects the health, safety, comfort, and general well-being of large numbers of people in many communities within PA, MD, WV, and VA; and

WHEREAS, the very existence of the Company is conditioned upon faithfully carrying out its obligations and responsibilities to the public served; and

WHEREAS, this responsibility to the public is a mutual responsibility of employees and Management which requires that any dispute arising between employees and Management be settled in an orderly way without interruption of electric service, and

WHEREAS, both parties to this Agreement hereby recognize this mutual responsibility of service to the public.

NOW, THEREFORE, in furtherance of harmonious relations among employees, Management, and the public, it is mutually agreed by the parties hereto as follows:

Section I - RECOGNITION**1.1 RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wage rates, working hours, and conditions of employment, for the non-supervisory employees of the departments listed in this section; and the Company and the Union agree not to discriminate against any of these employees because of race, creed, color, sex, age, national origin, disability, or any status protected by applicable state or federal law. The parties also agree that whenever the masculine term is used in this Agreement, it shall be considered applicable to both sexes.

1.2 CUSTOMER OPERATIONS DEPARTMENT

Employees of Lines, Installer, and Service Unit, Meter Reading Unit, Meter Unit, Stores Unit, Substation Unit, and Transportation Unit, excluding janitorial, clerical, administrative, and professional employees.

All conditions and exceptions contained in the Memorandum of Agreement, signed May 16, 1978, between West Penn Power Company and the Utility Workers Union of America, AFL-CIO, on behalf of Local 102-N, formerly Unit 12, Local 331, shall remain in effect.

1.3 ENGINEERING AND CONSTRUCTION DEPARTMENT

- (a) Controls Unit
- (b) Meter Unit - Employees of Meter Applications, Technical Services, and General Shops, excluding janitorial, clerical, administrative, and professional employees.

temporary leave of absence, shall be granted such leave of absence without pay for a minimum period of six months and a maximum period of not longer than the duration of this Agreement. Upon return to work after such leave of absence, the employee will be re-employed in whatever job his/her accrued seniority will entitle him/her at the standard rate of pay for that job. Such reemployment shall be subject to his/her ability to qualify for the job. Not more than three members shall avail themselves of this privilege at any one time.

3.2 COMPANY RULES AND REGULATIONS

The Union and its officers agree that they will live up to reasonable Company rules and regulations, not in conflict with the terms of this Agreement, in the interest of safety, economy, and service to the public.

3.3 BULLETIN BOARDS

The Company agrees to provide bulletin boards for the exclusive use of the Union at locations to be agreed upon by local Union officers and local management. The Union agrees to limit its use of bulletin boards to matters of non-controversial and non-inflammatory nature.

Section IV - ADJUSTMENT OF DIFFERENCES

4.1 DEFINITION

Any differences between employees, Union, and Management over the meaning, interpretation, or application of this Agreement which are not settled at the first level become grievances within the meaning of the contract.

4.2 GRIEVANCE/MEDIATION PROCEDURE

It is agreed that both the Company and the Union have a mutual interest in the settlement of differences through the grievance machinery as provided in this contract and that every effort should

be made by both parties to see that differences are processed promptly and settled by the first level in the grievance procedure, if possible.

(a) First Level

The employee or employees shall discuss the difference with the immediate supervisor either personally or through their Union representative. If the difference has not been settled within three working days, it may then be referred to the second level.

All unsettled differences shall be reduced to writing and, as necessary, referred to further levels. Such differences submitted by employees or by Union representatives in writing shall be answered in writing.

(b) Second Level

Any unsettled grievance may be discussed at the second level conference provided it is referred to it within seventeen working days following its occurrence.

A conference for the purpose of settling the grievance may be held as mutually agreed to by the parties.

The second level conference shall consist of:

For Management—Manager and/or his/her designated representatives.

For Union — System Vice President and/or his/her representatives.

(c) Third Level

Any unsettled grievance may be discussed at the third level conference provided it is referred to it within thirty calendar days after date of last second level conference and may be held as mutually agreed by the two parties.

The third level conference shall consist of not less than one representative of each party.

A written grievance may be filed directly with the third level conference within seven calendar days, starting with the day of occurrence, after an employee has been suspended or discharged for cause by the Company, or performs a work assignment under protest, or as described in Subsection 2.4 Question Regarding Application, or as described in Subsection 12.3, Change of Job Content.

If the grievance is still not settled, the parties agree to a grievance/mediation step, modeled after the Mediation Research & Education Project, Inc. (MREP) procedure, provided it is referred to it within thirty calendar days after the Union receives third level answers. The mediator's fees and expenses of this step will be shared equally by the parties.

If the parties mediate a case and no settlement is reached, the mediator will provide a non-binding advisory opinion concerning the likely outcome in arbitration. The party who takes such a grievance to arbitration and does not do better in arbitration than the mediator's predicted outcome will be responsible for paying 100% of the arbitrator's fees and expenses.

If the grievance is still not settled, either party may request arbitration as hereinafter provided. The request must be made within thirty calendar days after date last discussed and answered at either third level or the grievance/mediation step.

The Union may request that grievances involving a suspension, discharge, or demotion due to disciplinary action or unsatisfactory work performance, be placed at the top of the list of

grievances for which arbitration has been requested. In addition, the Union may select one case of its choosing per month to be placed at the top of the list of grievances for which arbitration has been requested. The right to expedite cases as provided in the preceding sentences is recognized as the Union's unilateral right, and the Union's requests in this regard shall be honored by the Company. These procedural rights also extend to grievances over any indefinite separations or layoffs. Grievances in the categories referred to in this paragraph shall be scheduled for arbitration according to the date they were filed. If the Union elects to expedite the placement of any grievance involving a suspension, discharge, or demotion due to disciplinary action or unsatisfactory work performance, the Company shall have a right to have any other grievances involving discipline imposed on that grievant expedited and heard together with the grievance the Union had expedited.

4.3 DISPOSAL OF GRIEVANCES

All grievances at each level of the procedure described above shall be disposed of in one of the following ways:

- (a) By final settlement agreed to in writing by both parties.
- (b) By holding grievances over for further discussion by mutual agreement.
- (c) By referring grievances back to a lower level of the procedure for additional information or discussion by mutual agreement.
- (d) By referral to the next level in the grievance/mediation or arbitration procedure.
- (e) Failure by the aggrieved party to refer grievances to subsequent levels in the grievance/mediation or arbitration

procedure within the specified time limits will constitute settlement.

No grievance shall be discussed at any level which was not processed through lower levels, except as described in Subsection 4.2, Grievance Procedure, (c) Third Level.

4.4 COMPENSATION FOR GRIEVANCE PROCESSING

Grievances handled at the first step of the grievance procedure will not ordinarily require employees or Union officials who may be involved to be off their jobs for any extended periods of time. Normally, such grievances will be handled during scheduled working hours.

Employees and their representatives who may be involved in conferences at first and second levels will be paid at regular rates for any hours within normal scheduled working time.

Not more than four Union officials will be compensated for attending the second level conference, but if the employees involved in the grievance discussed are required to attend by agreement between Company supervisors and Union officials, they will also be compensated on the same basis as Union officials.

Union officials attending third level meetings, or off on Union business other than mentioned above, shall not be compensated by the Company. When they are engaged in Union business in connection with matters affecting this Company, on regularly scheduled workdays, those days shall be counted as days worked when determining eligibility for weekly overtime, provided the remaining scheduled days of the week are worked on their Company job.

4.5 AGREEMENTS PUT INTO EFFECT

Agreements on grievances reached at any level may be put into effect immediately for the particular grievance involved. Such settlements shall not prejudice any future similar grievances in the same or other groups or departments.

However, this does not apply to any settlement which has the effect of modifying the current contract. Such modifying settlements may be made in accordance with Section XXVIII, Amendments.

4.6 ATTENDANCE AT GRIEVANCE/MEDIATION MEETINGS OR NEGOTIATIONS

During the term of the General Labor Agreement, the Company and Union agree to meet upon notice and to negotiate in good faith any issues that may arise. All steps in the grievance process (except arbitration) are now considered Company business and as such would be paid time. Effective with the ratification of this contract, the Company shall pay wages for Union Officers (except for full time officers) and members for attendance at meetings or negotiations including activities related to third level grievance meetings, mid-term and full contract negotiations, and grievance/mediation process. For third level grievance meetings and negotiations, paid participants will be limited to the following numbers per contract year – 4 effective May 1, 2002, 4 effective May 1, 2003, 3 effective May 1, 2004, and 3 effective May 1, 2005. For the grievance/mediation process, paid participants will be limited to 2, which may include the grievant. Such wages will be limited to lost straight time wages with no overtime, premium or rest pay. The Company shall not pay any expenses or ancillary charges (such as travel expenses including mileage or use of Company vehicles, meals/refreshments, lodging, overtime) for Union Officers and members to prepare for or attend such meetings or negotiations.

4.7 JOINT CONFLICT RESOLUTION TRAINING

With the goal of developing a more satisfactory working relationship between the Company and Union, the parties agree to engage in conflict resolution training to be conducted by MREP, beginning January 2003. The Company agrees to pay all the costs of such training.

Prior to beginning the grievance/mediation procedure, MREP will conduct training for those individuals who will be presenting grievances during the grievance/mediation process and the parties will share the costs of such training equally.

Section V – ARBITRATION**5.1 METHOD OF ARBITRATION**

- (a) In the event of notice in writing by either party given to the other, that arbitration of any grievance is requested, two representatives from each the Company and the Union may meet within a period of seven days and attempt to agree upon a statement of issues and the method of arbitration. If no agreement has been reached by the Company and Union representatives within the seven-day period, *each party shall appoint a representative on the Arbitration Board and shall notify the other party of such appointment in writing. Such appointment must be made within a period of fourteen days from the date that arbitration is requested, or the party failing to act forfeits its case.*

The two arbitrators or their representatives named by the parties may meet and endeavor to agree upon the third member of the Arbitration Board. Failing such agreement within a period of seven working days after date of appointment of

the Union and the Company arbitrators, either party may request the Federal Mediation and Conciliation Service to furnish a list of names of seven qualified arbitrators. The Union and the Company arbitrators or their representatives shall endeavor to agree upon one of the seven names, and failing to agree within seven working days after the list is submitted, the Union and the Company arbitrators or their representatives shall cross off names in turn until only one remains, whereupon the remaining name shall be acceptable to both parties as the impartial member and Chairperson of the Arbitration Board.

- (b) Effective with the date of this Agreement and continuing until April 30, 2006, the following method shall be used to select the third member and Chairperson of the Arbitration Board:

A permanent list of seven qualified arbitrators who are all members of the American Arbitration Association shall be established. These arbitrators shall be selected from seven lists of seven qualified arbitrators provided by the Federal Mediation and Conciliation Service. A Union and Management representative will cross off names on each list, in turn, until only one remains on each list. The seven names remaining will constitute the permanent list.

Each time a grievance is to be arbitrated, the parties will select an arbitrator from the permanent list, according to the present practice of alternating the opportunity to strike the first name.

If after the initial period noted above the parties agree, this method may be continued for another year, provided, however, that either party shall

have the right to change, effective May 1, 2002, May 1, 2003, May 1, 2004, and May 1, 2005, any or all of the seven names on the permanent list in accordance with the method of establishing the original list.

During the period this provision is in effect, if any member on the list is unable to serve, he/she shall be replaced immediately in accordance with the method establishing the original list. No arbitrator can be selected to hear a case unless the list contains seven names.

In the event the parties do not agree to continue this method beyond the initial period or subsequent extension, the method of selecting the *Chairperson of the Arbitration Board* shall revert to the procedure outlined in Section 5.1 (a).

5.2 AUTHORITY OF ARBITRATION BOARD

The Arbitration Board shall limit its consideration to the issue submitted for arbitration and shall not add to, subtract from, or alter the provisions of the Agreement. The decision of the Board, which shall be by majority vote, shall be based on the evidence submitted by both parties. The Board shall have no authority to render advisory awards or make recommendations unless the parties in a particular case specifically request in writing that it do so. Every decision of the Arbitration Board made within the scope of its jurisdictional authority shall be submitted to both parties in writing and shall thereupon be binding upon the Company, the Union, and the employees.

5.3 EXPENSE OF ARBITRATION

Each party shall bear the expense of its own arbitrator and shall share equally the expense of the impartial arbitrator, the cost of hearing room, and any

other necessary costs which may be required by unanimous agreement of the Arbitration Board.

If the parties mediate a case and no settlement is reached, the mediator will provide a non-binding advisory opinion concerning the likely outcome in arbitration. The party who takes such a grievance to arbitration and does not do better in arbitration than the mediator's predicted outcome will be responsible for paying 100% of the arbitrator's fees and expenses.

Section VI - PROBATIONARY AND TEMPORARY EMPLOYEES

6.1 CLASSIFICATION

Employees may be classified as "Probationary" or "Temporary" under the following conditions:

- (a) Probationary
Probationary employment to determine fitness for a regular job, except for Lineworker-Apprentice and Lineworker C, Serviceworker-Apprentice and Serviceworker C, and Substation Electrician Apprentice and Substation Electrician C, shall be for a trial period not to exceed six months, at the end of which period the ability of the employee and the necessity for his/her employment shall be reviewed by his/her supervisor and a recommendation made that the employee either be dropped from service, transferred to regular employment, or that his/her probationary employment be extended for an additional period.

Extension of probationary employment will be permitted only upon agreement between the Union and the Company.

Employees classified as Lineworker Apprentice or as Lineworker C, Serviceworker Apprentice or as Serviceworker C, Substation Electrician-Apprentice or as Substation Electrician C may be continued on a probationary basis for a trial period not to exceed a total of twelve months from date of employment in these classifications.

- (b) Temporary
When employed for temporary work such as special, emergency, construction, or unusual maintenance.

6.2 SUBJECT TO PROVISIONS OF AGREEMENT

All temporary and probationary employees shall be subject to the provisions of this Agreement.

Section VII - SERVICE CREDIT

7.1 SERVICE DATE APPLICABILITY

An employee's service date shall be used in determining eligibility for sick pay allowance, vacation, and credit for retirement.

7.2 METHOD OF COMPUTING SERVICE CREDIT

An employee's service date shall be the date the employee started to work, provided his/her term of employment has not been interrupted by reason of resignation, release, discharge, layoff, or furlough.

7.3 INTERRUPTED SERVICE

Where an employee's term of service has been interrupted by resignation, release, discharge, layoff, or furlough, the employee's service date shall be determined in accordance with the following:

- (a) Resignation, release, or discharge service date shall be reemployment date following

any interruption by resignation, release, or discharge.

(b) Layoff or Furlough

Service date of a regular employee laid off or furloughed and subsequently reinstated as a regular, full-time employee shall be an adjusted service date determined by back-dating the employee's current employment date by the years, months, and days of previous credited service.

(c) Exceptions

Regular employees with one year or more of continuous service who leave service involuntarily and who are re-employed within thirty days shall have continuous service records.

Employees who resign to enter school under the Allegheny Power System Scholarship Program will, if they are re-employed immediately following graduation, be given credit for previous credited service as determined in accordance with Subsection 7.3, Interrupted Service, (b) Layoff or Furlough.

7.4 TRANSFERS FROM AFFILIATED AND ASSOCIATED COMPANIES

Employees transferred from affiliated and associated companies shall receive credit for the last period of continuous employment with the former company.

7.5 MILITARY SERVICE CREDIT

Any active regular employee on leave for military service duty will continue to accrue time for seniority and benefit purposes and will receive these benefit adjustments on return to work.

Section VIII JOB SECURITY

8.1 APPLICATION

In order to provide maximum job security for long-service employees involved in a bump-back or layoff situation, the employee affected will be entitled to exercise the applicable provisions of Subsection 9.24, Power Station Units; Subsection 9.25, Transportation Unit and Lines, Installer, and Service Unit; Subsection 9.26, All other Units; or Subsection 9.27, Leaving Service Prior to Layoff; or if qualified, displace an employee with less Company seniority in any beginning job except Lineworker-Apprentice. Such employee will be paid the rate for the beginning job, which the employee occupies.

Section IX SENIORITY

9.1 DEFINITION OF SENIORITY

An employee's seniority date establishes his/her seniority relationship to other employees and determines his/her status on matters where seniority is considered. As hereinafter stated, seniority is given consideration in transfers, promotions, bump-backs, layoffs, and in rehiring after lay-offs. Seniority shall be determined by the date of employment in or transfer to any job or organization element recognized for seniority purposes as hereinafter defined and subject to the special limitations which apply in cases of transfers, as outlined in Subsection 9.12, Seniority Adjustments by Transfer.

9.2 SENIORITY BY ORGANIZATION ELEMENTS

Terms hereinafter used to refer to elements of the working organization shall be interpreted in accordance with the following definitions:

Department - The major organization element within the Company consisting of associated and related Units; e.g., Power Stations Department or Customer Operations Department.

Division - An organization element within a Department; e.g., Butler Service Center or Construction Services Division.

Area - Divisions of Customer Operations Department are grouped into areas for unit seniority purposes as it applies to the Lines, Installer, and Service Unit and the Transportation Unit of Customer Operations.

Area A - Pleasant Valley, Uniontown, Latrobe, Jeannette and State College Service Centers.

Area B - Butler, Kittanning, Arnold, Clarion, and St. Marys Service Centers.

Area C - Jefferson, Charleroi, Washington, Boyce, and McDonald Service Centers.

Area D - Waynesboro and McConnellsburg Service Centers.

Area E - Berkeley Springs, Cumberland, Frederick, Meadowbrook, Luray, Madison, Martinsburg, Oakland, Williamsport, Mt. Airy, and Thurmont Service Centers.

Station - An organization element of the Power Stations Department referring to personnel and equipment engaged in power generation at a single geographical location; e.g., Springdale or Mitchell Power Station.

Unit - A subordinate organization element within a Station, Division, or Department composed of closely

related jobs; e.g., Maintenance Unit at any power stations.

Organization elements recognized for purposes of seniority are as follows:

9.3 CUSTOMER OPERATIONS DEPARTMENT

- (a) Meter Reading Unit, excluding Cumberland, Williamsport, Martinsburg, Luray, Madison, and Waynesboro Service Centers.
- (b) Substation Unit covering all Divisions.
- (c) Lines, Installer, and Service Unit in each Area.
- (d) Transportation Unit in each Area.

9.4 ENGINEERING AND CONSTRUCTION DEPARTMENT

- (a) Controls Unit, excluding Williamsport Service Center.
- (b) Meter Unit which includes: Meter Applications, Technical Services, and General Shops Sections
Demand Meter Analysis Section of the Comptroller's Department
Meter Technician Section, covering all divisions of Customer Operations Department, excluding Luray, Williamsport and Waynesboro Service Centers.
- (c) Stores Unit, which includes:
Stores Section of the Construction Services Division
Stores Section, covering all Divisions of the Customer Operations Department, excluding Waynesboro and Madison Service Centers. Transportation Unit which is the Transportation Section of the Construction Services Division.
- (d) Transportation Unit which is the Transportation Section of the Construction Services Division.

9.5 POWER STATIONS DEPARTMENT

- (a) **Armstrong Power Station:**
 - Chemical and Results Laboratory Unit
 - Clerical Unit
 - Coal and Ash Unit
 - Maintenance Unit
 - Operations Unit
 - Reserve Operator and Labor Unit
- (b) **Hatfield's Ferry Power Station:**
 - Chemical and Results Laboratory Unit
 - Coal and Ash Unit
 - Maintenance and Shift
 - Maintenance Unit
 - Operations Unit
 - Reserve Operator and Labor Unit
 - Stores and Shift Stores Unit
- (c) **Lake Lynn Power Station:**
 - Maintenance Unit
 - Operations Unit
 - Reserve Operator and Labor Unit
- (d) **Mitchell Power Station:**
 - Chemical and Results Laboratory Unit
 - Coal, Lime, and Ash Unit
 - Maintenance and Shift
 - Maintenance Unit
 - Operations Unit
 - Reserve Operator and Labor Unit
 - Stores Unit
- (e) **Springdale Power Station:**
 - Chemical Laboratory Unit
 - Clerical Unit
 - Coal and Ash Unit
 - Maintenance Unit
 - Operations Unit
 - Reserve Operator and Labor Unit
 - Results Laboratory Unit
 - Stores Unit

9.6 TYPE OF SENIORITY - PROBATIONARY OR TEMPORARY EMPLOYEES

Probationary or temporary employees shall have no seniority rights, but when transferred to regular employment shall be entitled to seniority from the date last entering the service of the Company.

9.7 COMPANY SENIORITY

A regular employee's Company seniority date shall be the starting date of the last continuous period of employment in the Company except as affected by layoff as described in Subsection 9.28, Recall Rights. Company seniority of employees transferred from affiliated and associated companies shall date from the day they enter Allegheny Energy's employment.

9.8 STATION SENIORITY

An employee's station seniority date will be the same as his/her Company seniority date except as affected by transfer as described in Subsections 9.12 through 9.14.

9.9 UNIT SENIORITY

An employee's unit seniority date shall be the date on which the employee first filled a *regular vacancy* in the specific recognized unit except as affected by transfer as described in Subsections 9.12 through 9.14.

If and when territorial changes are made in the Customer Operations Department involving the combining of service centers, areas, or the transfer of a section thereof from one service center or area to another, the employee's unit seniority date in the employee's new service center or area shall be the same as his/her unit seniority date in his/her former service center or area.

9.10 JOB SENIORITY

In the Operations Unit of each of the separate Power Stations, where job seniority is recognized, job classifications are established in sequence for the purpose of training and advancement or promotion.

In the separate Power Station Operations Units, job seniority shall apply. Changes in the existing sequence of operating jobs shall be made only upon agreement of both parties to this Agreement. Nothing in this paragraph shall limit the rights of Management to eliminate any job or operation subject to the pertinent provisions of this Agreement. If a job or operation is so eliminated, the existing sequence of operating jobs shall be retained, except for the job so eliminated and modified only to the extent necessary to bridge the gap in the sequence resulting from the elimination of such job or classification.

An employee's job seniority date shall be the date on which the employee first filled a regular vacancy in the job classification. If, in the course of advancement, an employee bypasses a classification, the employee's job seniority date in the bypassed classification shall be the same as the employee's job seniority date in the new job in which the employee was classified at the time of the bypass.

Acceptance of a regular job in another unit within the station cancels all previous job seniority dates except as provided in case of bump-back or lay-off after transfer.

9.11 APPLICATION OF SENIORITY

Seniority shall prevail in transfers, promotions, bump-backs, and layoffs provided the employee with greater seniority is capable of performing the work available. Because of Management's responsibility for the operation of the Company's facilities, it is

understood that Management must be the sole and final judge of a person's qualifications for employment or promotion, and that a person's ability to perform a job or to accept increased responsibility must be the primary consideration in employment and promotion.

Management's rights, as above stated, shall not be used arbitrarily to prevent promotion or to cause bump-back without just cause. It is the sense of this Agreement that the Company's policy, making available promotions for its employees wherever and whenever possible, shall be continued so that jobs will be filled by present or former employees whenever possible, before new employees are hired. The Company agrees not to effect permanent *transfers of employees without their consent*. Transfers, as used in this section of the Agreement, are defined as transfers which result in a change of job classification, department, service center, area, or living location. However, it is recognized that:

Employees in job classifications such as Meter Technicians who are hired and trained with the understanding that they are to hold themselves in readiness for future field assignments in any location must, as a condition of continued employment, accept transfers to an appropriate location at an appropriate time as determined by Management.

The Company agrees not to discriminate against members of the Union in any transfers or promotions.

The above provisions do not invalidate the individual practices sometimes used in specific departments, stations, divisions, or areas whereby outstanding ability has been mutually recognized in specific promotions.

Such promotions based on mutual agreement between the parties are not inconsistent with the provisions of this section.

In filling job vacancies, if it becomes necessary to select employees from outside units, it will continue to be the practice to regard seniority as the determining factor only if abilities and qualifications are relatively equal.

Seniority records shall be made available from the Company upon request of the Union.

9.12 SENIORITY ADJUSTMENTS BY TRANSFER

An employee who qualifies for transfer within his/her own unit, or to another unit, or to a position outside the bargaining unit and subsequently returns to a job in the bargaining unit, shall be entitled to adjusted seniority credit in the following manner:

(a) Seniority in the New Unit

Except as modified in Subsections 9.13 through 9.15, credit for seniority in previous units shall become effective in the new unit on an annual cumulative basis, year for year during the first five year period or part thereof in the new unit; i.e., at the end of the first year of employment in the new unit, the employee shall be credited with seniority from the previous unit up to one year, and at the end of his/her second year of employment in the new unit, the employee shall be credited with seniority up to two years from the previous unit, and so on until the employee has been credited with all the seniority from his/her previous unit up to five years. If the employee possessed more than five years' seniority prior to his/her transfer, the employee shall, at the end of the five years in the new unit, be credited with all the seniority from his/her previous unit.

9.13 TRIAL PERIOD WHEN TRANSFERRED OR PROMOTED

An employee who qualifies for transfer or promotion does so for a trial period. This period will not exceed six months during which time the employee shall have the right to return or the Company shall have the right to return the employee to his/her former job. Such an employee retains his/her recognized seniority for the trial period.

9.14 WHEN RETURNING TO THE BARGAINING UNIT

When an employee returns to the bargaining unit, he/she shall be entitled to the job he/she previously held, or its equivalent, at the time of his/her transfer; and his/her job and unit seniority in that job and unit only will be adjusted by the length of time he/she was in the position outside of the bargaining unit. An employee thus affected will accrue job and unit seniority as described in Subsection 9.12 (a), Seniority in the New Unit. The application of this section will not result in the displacement or demotion of any bargaining unit employee.

9.15 SENIORITY IN PREVIOUS UNIT

If the employee remains in his/her new job after the trial period, he/she may not return to his/her previous job or unit except as provided above and in Section X, Job Vacancies, when a vacancy is advertised, or as provided in Subsection 9.23, Bump-Back and Layoff, he/she becomes subject to bump-back or layoff, or as provided in Section XI, Incapacitated Employees, his/her transfer was the result of being incapacitated and he/she later became rehabilitated.

9.16 TRANSFER IN LIEU OF LAYOFF

In order to avoid laying off an employee in a classification in which a work shortage exists, Management may, with Union concurrence, transfer

an employee where work is available but no actual vacancy exists.

9.17 TRANSFER TO POSITIONS NOT COVERED BY AGREEMENT

An employee desiring to be considered for transfer to positions, other than those covered by Union agreement, may advise his/her supervisor of his/her desire for transfer and his/her qualifications. Management will give consideration to such applications and to other qualified Company employees in exercising its discretion in filling such vacancies.

Education, work experience, and length of Company service are considered in filling such vacancies.

9.18 PROMOTION

For the purpose of promotions, seniority shall be observed in the manner described below in the organization elements recognized for seniority purposes, as shown in Section IX, Seniority.

9.19 POWER STATION UNITS

In any unit of the separate power stations, the applicant with the earliest job seniority date on the job immediately below any vacancy shall be first considered for advancement, and thereafter, other applicants shall be considered in the order of their job seniority.

In the event there is no qualified applicant within the power station unit in which the vacancy occurs, applicants from other units of the same station shall be considered in the order of their station seniority.

In the event there is no qualified applicant within the station in which the vacancy occurs, applicants from units in other power stations shall be considered in the order of their Company seniority; and if there are

no qualified applicants in any power station unit, applicants from other units shall be considered and Company seniority shall be the determining factor where abilities and qualifications are satisfactory and relatively equal.

9.20 ENGINEERING AND CONSTRUCTION DEPARTMENT

In any unit of the Engineering and Construction Department, applicants shall be considered in order of their unit seniority, and the senior qualified applicant shall be first offered the job. In the event there are no qualified applicants within the unit where the vacancy exists, applicants from other units shall be considered and Company seniority shall be the determining factor where abilities and qualifications are satisfactory and relatively equal.

9.21 CUSTOMER OPERATIONS DEPARTMENT

In the various units of the Customer Operations Department, excepting Transportation Unit and Lines, Installer, and Service Unit, applicants within the Unit shall be considered in order of their Company seniority, and the senior qualified applicant shall be first offered the job. In the event there are no qualified applicants in the unit in which the vacancy exists, applicants from other units shall be considered and Company seniority shall be the determining factor where abilities and qualifications are satisfactory and relatively equal.

9.22 TRANSPORTATION UNIT AND LINES, INSTALLER, AND SERVICE UNIT

Applicants within these units shall be considered in order of their unit seniority, and the senior qualified applicant shall be first offered the job. In the event there are no qualified applicants within the unit where the vacancy exists, applicants from corresponding or matching units in other areas shall be considered in order of their Company seniority, and the senior

qualified applicant shall then be offered the job. In the event there are no qualified applicants in any of the units corresponding to or matching the one in which the vacancy exists, applicants from other units shall be considered and Company seniority shall be the determining factor where abilities and qualifications are satisfactory and relatively equal.

9.23 BUMP-BACK AND LAYOFF

An employee bumped out of a job shall retain his/her rights to a future vacancy in that unit without the necessity of bidding, provided he/she does not give up his/her rights by refusing a pre-offered vacancy in the unit or does not exercise seniority by bidding and being accepted in another unit.

When it is necessary to reduce the number of employees in any job classification, an employee affected by bump-back or layoff may exercise the provisions of Job Security, Section VIII, or as follows:

9.24 POWER STATION UNITS

In a power station where job seniority is recognized, the employee with the latest job seniority date in the classification affected shall be the first to be bumped back.

An employee bumped back, having greater job seniority than another employee in a lower classification of the same unit and job series or greater station seniority than an employee in the Reserve Operator and Labor Unit of that station, may claim that employee's job provided he/she is qualified to perform the work of that classification.

An employee scheduled for layoff, having greater station seniority than another employee in another unit from which he/she had transferred at an earlier time, may claim that employee's job provided he/she is qualified to perform the work of that classification.

An employee scheduled for layoff from the station may exercise his/her station seniority to displace the employee with the latest station seniority date in any beginning or starting job in any unit of the station provided he/she is qualified to perform the beginning or starting job in that unit.

9.25 TRANSPORTATION UNIT AND LINES, INSTALLER, AND SERVICE UNIT

In these units, the employee with the latest unit seniority date in the job classification affected at the work location shall be the first to be bumped back.

An employee so affected may exercise his/her unit seniority to displace the employee having the latest unit seniority date in that unit at that work location provided he/she is qualified to perform the work of the employee having the latest unit seniority date in that unit.

The employee bumped out of that work location may exercise his/her unit seniority to displace the employee having the latest unit seniority date in that unit, first in that division and second in that area provided he/she is qualified to perform the work of that classification.

The employee so displaced may exercise his/her Company seniority to displace the employee having the latest unit seniority date in that unit of the Customer Operations Department provided he/she is qualified to perform the work of that classification; or may displace the employee having a later Company seniority date in another unit from which he/she had transferred at an earlier time provided he/she is qualified to perform the work of that classification; or accept layoff.

An employee in these units who exercises his/her seniority rights to claim a job in a corresponding unit in another location shall retain his/her unit seniority.

9.26 ALL OTHER UNITS

In all other units (except at power stations in the Power Stations Department and in the Transportation Unit and Lines, Installer, and Service Unit of the Customer Operations Department), the employee with the latest unit seniority date in the job classification and at the location affected shall be the first to be bumped back.

An employee bumped back, having greater unit seniority than another employee in the same unit at that location, may claim that employee's job provided he/she is qualified to perform the work of that classification; or accept layoff.

An employee scheduled for layoff in that unit at that location may exercise his/her unit seniority to displace the employee having a later unit seniority date in the same unit at another location provided he/she is qualified to perform the work of that classification; or

may displace the employee having a later Company seniority date in another unit from which he/she had transferred at an earlier time provided he/she is qualified to perform the work of that classification.

9.27 LEAVING SERVICE PRIOR TO LAYOFF

In the event an employee and the Union have been notified that the employee would shortly become subject to layoff, the employee may elect, with approval of his/her supervisor, to leave service prior to the date he/she would otherwise be laid off, in which case his/her condition of leaving service shall be considered as a layoff and his/her seniority rights shall be subject to Subsection 9.28, Recall Rights.

9.28 RECALL RIGHTS

Regular employees who are or may become laid off shall retain their seniority date and shall have the right to recall for the following periods of time as related to their years of service prior to the layoff:

Years of Service	Seniority Ceases Unless Re-employed Within
1/2 – 2 years	2 years
2 - 4 years	3 years
4 - 6 years	4 years
Over 6 years	5 years

Retention of seniority rights is further contingent upon the following conditions being met:

When recalled after layoff, the employee must notify the Company, within seventy-two hours after receipt of notice sent by registered mail to the last address furnished to the Company, that he/she will return to work, and the employee must return within two weeks after his/her acknowledgment of the Company's notification or provide a reason satisfactory to the Company for the delay. If such registered letter is returned because employee cannot be located, the employee will be considered as having resigned.

Employees who have been laid off and of their own volition decline to accept reemployment in their former job or its equivalent, and employees who were or may become laid off for a period of time greater than the number of years specified in relation to their length of service stated above shall be considered as having resigned.

Seniority rights may be exercised by laid-off employees to enable them to return to any vacancy within their station, department, or area for which they are qualified. However, if reemployment is

offered by the Company, it shall not be construed that the employee has lost his/her seniority by reason of rejection of the offer, unless the job offered the employee is the same job or one equivalent to the one the employee held at the time he/she was laid off.

9.29 INTERRUPTED SENIORITY

Where an employee's term of service has been interrupted upon resignation, release, or discharge, his/her seniority is cancelled. In the event the employee is re-employed, his/her seniority date is the date of reemployment, except that an employee who resigns to enter school under the Allegheny Power System Scholarship Program will retain his/her seniority date provided the employee is re-employed immediately following graduation.

Section X – JOB VACANCIES

10.1 FILLING JOB VACANCIES

In accordance with the seniority provisions of this Agreement, vacancies will first be offered to the senior qualified employee in the unit where the vacancy occurs. Seniority rights of employees who have been laid off shall be given equal consideration with employees in active service, subject to the provisions of Subsection 9.28, Recall Rights.

10.2 POSTING OF ADVERTISEMENTS

Job vacancies, except as modified in Subsection 10.4, Jobs in a Series, and Subsection 10.5, Beginning Jobs, will be advertised within the unit or station in which the vacancies occur. Should there be no qualified employee who desires to fill the vacancy within the unit or station in which the vacancy occurs, the vacancy will be advertised Company-wide by posting notices on Company bulletin boards, which notices will state:

- a. Rate of pay

- b. Duties
- c. Qualifications required
- d. Normal hours of work
- e. Location of work
- f. Where applications are to be sent

The names of the successful applicants for jobs will be posted on the bulletin boards in the same manner as the jobs had been advertised.

10.3 FILING OF APPLICATIONS

Notices of vacancies will give at least ten calendar days from the date of posting for applications to be filed in writing with the designated representative of Management. If no applications are received from *employees qualified for the job*, Management is free to fill the vacancy with qualified applicants from other sources.

10.4 JOBS IN A SERIES

In conformance with past practice, vacancies shall not be advertised for those jobs where employees progress through job classifications in a job series.

10.5 BEGINNING JOBS

Vacancies in beginning jobs shall not be advertised as such vacancies will not ordinarily represent a promotion for employees of the Company. Any employee who desires to be given consideration for beginning jobs in units other than his/her own may file applications for such jobs, and these applications will be given consideration when vacancies arise before employing outside applicants.

All laid-off employees with recall rights, as provided in Subsection 9.28, Recall Rights, shall be notified by letter of all beginning job vacancies. Such laid-off employees will be given consideration before employing outside applicants, provided they notify

the Company of their intent within five working days of date of Company's letter.

Responsible supervisor must be satisfied that the applicant for any vacancy meets the normal requirements expected of a beginner, including physical abilities, mental aptitude, residence requirements, skill, and practical experience.

The beginning jobs are as follows:

Apprentice Clerk*
Demand Analyzer C
Garage Attendant
Garage Mechanic Helper B*
General Shop Mechanic C*
Installer-Apprentice*
Instrument Repair Helper*
Laboratory Assistant*
Laborer (any location)*
Lineworker-Apprentice*
Mail Truck Driver B*
Material Handler B*
Meter Reader B*
Meter Repair Person C*
Parts Attendant B*
Service Worker-Apprentice*
Shift Fuels Attendant
Shift Stores and Tool Attendant B*
Station Clerk B*
Stores and Tool Attendant B*
Stores Attendant B*
Substation Electrician-Apprentice*
Transformer Repair Person C*
Retail Delivery Specialist B*

*Employees transferred to or employed in these jobs progress to the next higher job in the job series on basis of experience and satisfactory performance while progressively assuming more complex duties.

10.6 EFFECTIVE DATE OF TRANSFER

When vacancies are advertised for bid, it is understood that the actual move will be made as soon as possible after the bids have been closed. In the event unavoidable difficulties such as housing, finding replacement for successful bidder, or similar factors should create a necessity for a delay of more than thirty calendar days after bids on the first job have been closed, the move may be delayed beyond the thirty calendar days by agreement between Union and Management. Lacking agreement on an extension of the thirty calendar-day period, it is understood that the employee may move at the end of the thirty calendar-day period or, if he/she refuses to accept the new job, the job may be re-advertised.

Section XI - INCAPACITATED EMPLOYEES**11.1 RECLASSIFICATION PROCEDURE**

An employee who can no longer qualify because of inability to fully perform the duties of his/her regular job classification due to physical or mental impairment, will be reclassified in accordance with the following:

He/she shall be given the opportunity to transfer to the highest classification for which he/she is qualified and able to discharge the duties.

Such incapacitated employee may exercise his/her Company seniority and displace the employee with the latest seniority date in any classification for which he/she qualifies, and within any station, area, or department. The employee displaced may exercise his/her seniority in accordance with other provisions in Section IX Seniority. An employee who accepts a new job on this basis shall have the right to disqualify himself/herself or the Company shall have the right to disqualify him/her within a six-month period, and his/her rate of pay in a job classification to which

he/she is then transferred shall be in accordance with the formula provided in this Section XI, Incapacitated Employees, as if it were at the time of incapacity.

If for any reason an incapacitated employee later becomes further incapacitated, he/she shall be assigned to another new job classification and be paid a rate of pay based on the formula in this Section XI, Incapacitated Employees, between the new job classification and the employee's rate of pay as of the latest incapacity.

If the job occupied by an incapacitated employee is eliminated, or job content changed so he/she can no longer perform the additional duties, or an incapacitated employee is displaced by another incapacitated employee with greater Company seniority, he/she shall be given the opportunity to transfer to a new job classification for which he/she is qualified. His/her new rate of pay shall be in accordance with the formula in this Section XI, Incapacitated Employees, as if it were at the time of the original retrogression. His/her adjusted rate of pay shall include any general adjustments granted between the date of his/her original retrogression and the date assigned to the new classification.

If an incapacitated employee elects not to displace any other employee or cannot fully perform the duties of any other job classification, he/she will be laid off and receive separation allowance as provided in Section XXIV, Separation Allowance.

In the event an incapacitated employee subsequently becomes rehabilitated and is qualified to return to his/her former position, he/she shall have the right to return and shall have accrued seniority in the job to which he/she returns.

11.2 WAGE RATE DETERMINATION

An employee with less than ten years of recognized service shall receive the rate of pay for the job to which he/she is assigned. An employee with ten or more years of recognized service with the Company at the time of the disability shall receive an adjusted rate of pay. This rate shall be the rate of the new job plus a percentage of the difference in the rates between the new job and the old job. Such percentage shall be equal to 3.2% times the number of years of recognized service with a maximum of 80% for twenty-five years and over.

An incapacitated employee to whom Workers' Compensation is to be paid will receive a total pay which is equal to the amount under the formula in this Section XI, Incapacitated Employees, or what is due him/her under the Workers' Compensation Laws, whichever is higher. If the employee receives an amount due under the Workers' Compensation Laws, he/she will receive such amount for a period set forth by law and then receive the rate of pay to which he/she is entitled under this Section XI, Incapacitated Employees, determined at the date of incapacity.

11.3 DISQUALIFICATION FOR RECLASSIFICATION

No employee shall qualify under this Section if the incapacity is the result of the use of drugs or intoxicants; or the result of the employee's own gross negligence or misconduct; or the result of a chronic ailment which existed and was known to the employee at the time of his/her employment by the Company.

Section XII – WAGES**12.1 WAGE STANDARDS**

Effective December 1, 2001, the wage standards for job classifications and wage rates of all employees in

effect on November 30, 2001, shall be increased on a percentage basis (3.5%). Wage rates and wage standards will be rounded to the closest one-cent per hour.

Effective May 1, 2002, the wage standards for job classifications and wage rates of all employees in effect on April 30, 2002, shall be increased on a percentage basis (3.0%). Wage rates and wage standards will be rounded to the closest one-cent per hour.

Effective May 1, 2003, the wage standards for job classifications and wage rates of all employees in effect on April 30, 2003, shall be increased on a percentage basis (3.0%). Wage rates and wage standards will be rounded to the closest one-cent per hour.

Effective May 1, 2004, the wage standards for job classifications and wage rates of all employees in effect on April 30, 2004, shall be increased on a percentage basis (2.75%). Wage rates and wage standards will be rounded to the closest one-cent per hour.

Effective May 1, 2005, the wage standards for job classifications and wage rates of all employees in effect on April 30, 2005, shall be increased on a percentage basis (2.75%). Wage rates and wage standards will be rounded to the closest one-cent per hour.

In addition, there will be (1) a lump sum payment for all members who are employed as of May 1, 2002 in the amount of \$400 that will be paid by July 1, 2002 and (2) a payment beginning on May 1, 2002 for all members employed as of May 1, 2002 of \$28.10/month as a reduction in the medical plan premium. For those employees who are not enrolled

in the Union medical plan, a payment of \$28.10/month will be included in their paycheck. This payment will continue through December 31, 2003. The payment will cease upon termination other than retirement.

The Union and Company agree that if during the term of this agreement the Union expresses an interest in the Company's Variable Pay Program, then the parties would meet, but not before September of 2003, to attempt to negotiate to include System Local 102, UWUA in the Variable Pay Program, provided that the Company continues to offer such plan to other similarly situated employees.

Wage rates of employees considered "Red Circle" shall be adjusted in accordance with paragraph 2, Section 12.3, Change of Job Content, until their wage rate is equal to the maximum rate for the job.

12.2 JOB CLASSIFICATIONS

It is recognized that changing circumstances, such as the introduction of new machinery, equipment, systems, and operations, during the life of this Agreement may require the Company to establish new job descriptions or revise existing job descriptions.

The Company agrees to notify the Union and discuss such changes thirty calendar days before they are made effective. If the Union, when job descriptions are made effective, feels that there has been a violation of the existing contract obligations, then the dispute may be processed through the grievance procedure. Wage rates for jobs represented by the Union for such additions or revisions involving substantial changes in work assignments shall be negotiated in conformance with Subsection 12.3, Change of Job Content.

Nothing in this Agreement shall prohibit the Company from placing into effect such new job descriptions after discussing same with the Union subject, however, to the right of the Union to appeal, through the grievance procedure, if it feels such job descriptions violate existing contract obligations.

12.3 CHANGE OF JOB CONTENT

If substantial changes are made in the regular duties and requirements of any job, either the Union or the Company may propose a revision of the wage standards for that job, which proposal shall be handled directly with the third level conference under Section IV, Adjustment of Differences.

If substantial revisions in regular duties and requirements of any job result in a reduced wage standard, an employee occupying such a job at the time of this action will retain his/her present wage rate provided he/she satisfactorily performs the revised job duties. The affected employee will receive future general wage adjustments based on the adjusted wage standard for that job, less one cent per hour, until his/her wage rate is equal to the revised wage standard.

12.4 PROMOTIONS AND MERIT INCREASES

Employees who qualify for and are given promotions and merit increases in accordance with established wage and salary plans, shall receive the appropriate wage and salary increases provided for by such plans. Any differences arising over the application of basic wage standards to individuals in the employee groups for which the Union bargains shall be handled through the regular grievance procedure.

An employee shall be classified as a Reserve Operator and receive the Reserve Operator's rate as a minimum when he/she has worked one hundred and seventy-five hours as a shift operator without

regard to any minimum time requirements of employment.

Power Station maintenance employees who are assigned to work at other power stations shall be paid the regular base rate or the rate of the equivalent classification at the other station, whichever is higher.

12.5 TEMPORARY ASSIGNMENT

An employee temporarily assigned to a higher-rated job shall receive the rate of pay for which he/she qualifies under established wage and salary standards for the job to which he/she is assigned. When temporarily used on another job paying a lower wage than the job on which the employee is regularly employed, there shall be no reduction in his/her rate of pay. If regularly assigned to another job, the employee shall take the rate of pay for which he/she qualifies under established wage and salary standards for the job to which he/she is assigned. There shall be no objection to any employee being assigned duties which are normally or occasionally performed by lower-rated employees.

12.6 PAY DAY

Employees covered by this Agreement will be paid every other Friday.

Section XIII – WORKING HOURS AND OVERTIME

13.1 Except when specifically stated otherwise in any of the subsections of Section XIII, Working Hours and Overtime, the following working hours and overtime shall apply for all employees:

13.2 DAY

The day, for timekeeping purposes, is the twenty-four hour period beginning with the shift which starts nearest midnight.

13.3 WEEK

The week, for timekeeping purposes, is the seven-day period beginning Sunday.

13.4 CHANGE IN WEEKLY WORK SCHEDULE

When an employee who is scheduled to work Tuesday to Saturday is called out to work on Monday, the Company agrees to notify the employee on Monday whether or not the change is also a change of the weekly work schedule; and if not so notified, Monday shall be considered outside the Tuesday-to-Saturday schedule. If informed on Monday that the weekly schedule is changed, the first eight hours worked on Monday will determine the daily schedule for the remainder of that week.

13.5 OVERTIME

Time-and-one half straight time rate of pay shall be paid in accordance with the following:

(a) Weekly Hours

For all time worked in a week in excess of forty straight-time hours. Vacation time is not considered as time worked in determining weekly overtime. (See Section XX, Vacations.)

(b) Daily Hours

For all the time worked in excess of eight straight-time hours within the twenty-four hour period beginning with the starting time of the last period worked at straight time. (See Subsection 13.21, Overtime Payment for Shift Employees.) (See Section XIX, Holidays, for application of overtime provisions on a holiday.)

Two times straight-time rate shall be paid for all hours worked on second scheduled off day. Second scheduled off day for 5 and 2 schedule is Sunday.

13.6 REST PERIOD

An employee who has worked sixteen hours or more in a twenty-four hour period without an eight-hour rest period shall, upon release, be entitled to an eight-hour rest period before returning to work. If such a rest period extends into employee's scheduled work period five hours or more, he/she may be excused from duty for that entire scheduled work period. If such a rest period extends into an employee's scheduled work period for less than five hours, he/she may be excused from duty for only that portion of the rest period that extends into the scheduled work period. An employee shall be paid for time excused during scheduled work period at this regular basic wage rate.

An employee must be available for work during a paid rest period in order to receive pay for time not worked during that scheduled work period. An employee on rest shall normally be excluded from the requirements of the call-out procedure until the end of his/her rest period.

An employee shall be paid double time for work in excess of sixteen hours in any twenty-four hour period until such a time as he/she has had at least five consecutive hours of rest. No employee shall, as the result of this section, receive more than (a) straight time for hours not worked nor (b) double time for hours worked, except when working on a holiday (see Subsection 19.3, *Pay When Working on a Holiday*).

An employee of the Customer Operations Department who works the Customer Operations daylight schedule, and who worked within the period beginning five hours and ending one hour before scheduled starting time shall be entitled, when released, for paid rest time, hour for hour, with pay at straight-time rate.

If this work period should be part of a sixteen-hour period, as outlined in this section, there will be no duplication of rest time.

13.7 APPLICATION OF SHIFT DIFFERENTIAL TO OVERTIME

When a shift differential is involved, overtime payments shall be computed in accordance with Subsection 14.6, Application of Shift Differential.

13.8 DUPLICATION OF OVERTIME

Time for which overtime rates are paid under any provision of this Agreement shall not be counted in determining eligibility for overtime under any other provisions except as provided in Subsection 13.20, Overtime Hours Worked by Shift Employees or Substitutes.

13.9 MINIMUM OVERTIME ALLOWANCE

Employees called out to perform work at times other than immediately preceding or immediately following regular working hours shall receive a minimum time allowance of three hours at the appropriate overtime rate.

When called out on a holiday, an employee shall receive, in addition to holiday pay, a minimum of three hours' pay at one-and-one-half times the straight-time rate for all hours worked which are considered within his/her regularly scheduled work period on a non-holiday and two-and-one-half times the straight-time rate for all hours worked which are considered outside of his/her regularly scheduled work period on a non-holiday.

If the time worked equals or exceeds three hours, the normal premium-pay provisions will apply.

Travel time, where allowed, is counted as time worked.

In accordance with the provisions of Section XIV, Subsection 14.6, shift differentials shall not be paid for any hours worked and paid for under minimum overtime allowance.

13.10 DISTRIBUTION OF NON-SHIFT OVERTIME

It is recognized that overtime, both scheduled and emergency, is an essential part of electric utility operation and maintenance work. In the interest of economical and efficient operation, the Company uses its best efforts to keep overtime work to a practical minimum and to, as far as is practicable, make overtime assignments with due consideration of employees who may not wish to work overtime because of health or personal reasons.

The Union, its officers, and members agree that there shall be no concerted refusal of overtime assignments.

All overtime for non-shift employees and shift maintenance employees will be posted at the end of each pay period.

It is understood that there shall be no requirements to assign an employee to work at duties below his/her basic classification and rate solely for the purpose of equalizing overtime.

13.11 EMERGENCY OR CALL-OUT OVERTIME

- A. To distribute call-outs as evenly as possible, the following procedure will be used in case trouble arises while employees are off duty.

Names on the call-out list shall be in the order of seniority.

Call-out lists shall be classified as follows:

- (a) Primary Lines List – includes all lead lineworkers, night lineworkers, lineworkers A, appliance repairworkers, installers A, and serviceworkers A.
- (b) Secondary Lines List – includes all lineworkers B and serviceworkers B.
- (c) Primary Substations List – includes all crew leaders and electricians A.
- (d) Secondary Substations List – includes all substation electricians not eligible for the Primary Substations List.
- (e) Specific List – includes all Customer Operations Department employees that are not included on the above lists.

Call-outs for reconnection of customer service disconnected at meter may be assigned to a meter reader, provided no other qualified employee is working at the time.

Call-outs (except those assigned to a meter reader) will first be assigned to an employee from the primary list. It will be Management's responsibility to determine the number and qualifications of any additional employees that may be assigned to each trouble call.

Except when specific qualifications are needed, employees will be called in rotation and once called, will not be called again until all other employees on the list have been called.

B. Ready Response: Call Truck

At Service Center Locations where the call truck is in effect, call-outs normally will be first assigned to employees on call truck duty.

Truck can be kept at home or mutually agreed nearby location.

Lines

a. Qualified employee call truck list

1. Call truck list to rotate on weekly basis (Friday evening – Friday morning). In the event Friday is a holiday, the employee will return the truck to the service center at the regular quitting time to exchange it with the employee who has responsibility for that period. The two employees may agree to a different, reasonable location for the truck exchange. No compensation will result from this exchange.

b. Management will determine the number of call trucks needed by location. Additional trucks will be considered based on the volume of calls or the number of hours worked. Call trucks will be limited to service bucket(s), service truck(s), pickup(s), or van(s) with the employee's option to select the truck(s) as designated available by management.

c. Weekly fee of \$245 (\$35/day) will be paid with cellular phone and/or pager provided by Company.

- d. Employee is required to respond immediately. Pay begins with time of call to return home. A minimum call-out will be paid for each call accepted from home.
- e. Use of truck on personal basis within guidelines.
 - 1. For transportation only.
 - 2. When using for non-Company use, travel must be limited to a 25-mile radius from home.
 - 3. Travel time to and from home for regular work assignments will not be compensated.

Employees that take the Call Truck will be available for out-of-town requests for work if a replacement is obtained from the Absence Lines Replacement List. If a qualified replacement is not obtained, the person assigned to the Call Truck will be ineligible for said out-of-town assignment. For the purposes of this provision only, the Call Truck shall be considered re-assigned to the next person on Friday at the normal quitting time presently assigned.

- f. Voluntary – by seniority.
 - 1. There will be two lists available for Ready Response Call Truck" Voluntary Lines List and Absence Lines Replacement List. The Voluntary Lines List and Absence Lines Replacement List are voluntary.

2. No employee's name can appear on the Voluntary Lines List more than once, and no employee can have the call truck for more than two consecutive weeks. Qualified employees can sign up by seniority for the Voluntary Lines List on the first working day of each month. After the initial list is established, additional volunteers are added to the end of the current list.
3. Employees that sign up for the Absence Lines Replacement List will be listed by seniority and will rotate from the top. If the employee who has the truck for the week is legitimately unable to carry out his duties for any or all of the week, the Company will go to the top of the Absence Lines Replacement List and ask employees from the top if they are able to fill in and take the truck for all or any of the week. For partial weeks, the daily fee is \$35/day.
4. Employee must notify Customer Service Center if not available to respond.
5. End of day trouble calls (those that occur during the last half hour of the work day) will be

assigned according to the present practice.

13.12 PREARRANGED OR SCHEDULED OVERTIME

With respect to equalization, the distribution of pre-arranged or scheduled overtime work to qualified employees within the recognized units shall be continued in accordance with present practice.

13.13 FILLING FINAL OVERTIME REQUIREMENTS

In the event that sufficient employees to meet the work requirements are not obtained on the first run through the list of qualified employees, then the person making the call will assign sufficient additional qualified employees starting with the employee with the least Company seniority.

13.14 SHIFT EMPLOYEES

A shift employee occupies a job which must be filled each day of the week except as noted under Subsection 13.16, Work Schedule for Shift Employees, and may require work on one, two, or three shifts per day.

13.15 SHIFT DESIGNATION

Working hours included in the three shifts each day shall be designated as Day, Afternoon, and Night shifts in accordance with regular starting time being between the hours of:

Day Shift.....4 a.m. and 11:59 a.m.

Afternoon Shift ... 12 noon and 7:59 p.m.

Night Shift8 p.m. and 3:59 a.m.

13.16 WORK SCHEDULE FOR SHIFT EMPLOYEES

Unless otherwise stated in this agreement, the regular schedule for shift employees shall include six consecutive eight-hour days on the same shift each

day, followed by two days off in each eight-day period. However, it is understood by both parties that due to load conditions, it will not be necessary for all designated shift employees to work the above schedule, and Management shall have the right, subject to the Union's right to file a grievance, to institute a schedule for certain shift employees which shall consist of a Monday-through-Friday work week.

Individual changes in schedules necessary to fill vacancies caused by promotions, sickness, vacations, absences, etc., shall be arranged as far in advance as possible and with a minimum of overtime.

13.17 TEMPORARY VACANCIES FOR SHIFT EMPLOYEES

A temporary shift vacancy shall be filled by advancing a qualified operator below the vacancy in the same crew, filling the resultant vacancies in the lower positions in that crew in the same manner, with the vacancy in the lowest position or in a single position crew being filled by a non-shift employee, if this can be done at straight time. If overtime must be paid to fill the original vacancy or a resultant vacancy, the first shift of the original vacancy shall be filled by one of the three remaining operators who work the same job in which the vacancy occurs. The order in which this distribution is made to these operators shall be continued in accordance with the present practice. At locations where it has been the practice to assign such overtime to the employee on shift, an employee who has completed four hours or more at the beginning of the shift on the job in which the vacancy occurs, shall be assigned to work such overtime.

After the first shift, or on the first shift if it cannot be filled in accordance with the procedure outlined above, a vacancy shall be filled in one of the

following ways, consistent with the principle of minimizing overtime:

- (a) By advancing the qualified operators within the crew in which the vacancy occurs as outlined above, using a non-shift employee to fill in, at straight time if possible, or at overtime if necessary, or
- (b) By advancing the operators within the crew in which the vacancy occurs as far as possible, filling the vacancy which cannot be filled in this manner by advancing a qualified operator from another crew in a position below the vacancy, advancing the operators within the crew and filling the lowest position by a non-shift employee. If a position in the second crew cannot be filled in this manner, the procedure outlined in the preceding sentence shall be followed and so on; or
- (c) By one of the three remaining operators *on same job in which the vacancy occurs* working an additional shift. The order in which this distribution is made to these three operators shall be continued in accordance with present practice; or
- (d) By some other arrangement. The method being used (as outlined in Subsection 13.17, Temporary Vacancies for Shift Employees) to fill a vacancy may be changed to minimize the payment of overtime.

13.18 VACATION VACANCIES

Vacation vacancies shall be filled beginning with the first shift by advancing the regular operators within the crew if possible and filling the lowest position by a non-shift employee, or by assigning vacation relief operators if necessary. Arrangements so made shall continue for the duration of the vacancy.

13.19 PERMANENT VACANCIES

Permanent vacancies shall be filled in accordance with Section IX, Seniority.

13.20 OVERTIME HOURS WORKED BY SHIFT EMPLOYEES OR SUBSTITUTES

Overtime hours worked by shift employees or employees substituting for shift employees on a change from the scheduled work period of a scheduled work day shall be counted, up to a maximum of eight hours, in determining weekly overtime, provided such work constitutes a change from scheduled hours and not an addition to scheduled hours.

13.21 OVERTIME PAYMENT FOR SHIFT EMPLOYEES

- (a) Overtime provisions under Subsections 13.5 through 13.9 shall apply.
- (b) **Change of Schedule**
Time-and-one-half shall be paid for all or any part of each first shift worked that is a change from any regular schedule to which an operator has been assigned, except when he/she does not have a change in daily work time. This provision does not apply when an employee returns to his/her regular schedule (See Subsection 20.5, Change of Schedule).

Employees are permitted to trade shifts by mutual consent only if no overtime results from the trade.

Employees required to work an additional shift in a twenty-four hour period shall be paid change of schedule on the day following provided the employee continues to work the new schedule.

(c) Rest Days

Time-and-one-half shall be paid for hours worked on the first scheduled day off and double time shall be paid for hours worked on their second scheduled day off, which would have been his/her days off on the old shift, when a shift employee is transferred between crews at the request of the Company. This provision does not apply to the return of a shift employee to his/her regular crew. This provision also does not apply to subsequent transfers between crews unless the shift employee has become attached to the crew from which he/she is to be transferred.

A shift employee transferred to another crew shall become attached to that crew as soon as he/she has worked continuously for one full period of six consecutive days with that crew. Overtime shall not be paid for loss of days off when transfers are made at the request of the Union.

13.22 NON-SHIFT EMPLOYEES IN POWER STATIONS

A non-shift employee is one who is working on a job other than a shift job and who usually works on a daylight schedule.

Reserve Operators are non-shift employees whose normal duties include work on both shift and non-shift jobs. As non-shift employees, they are paid overtime for a change in schedule in accord with contract provisions.

The normal work schedule for non-shift employees shall be five consecutive, eight-hour days each week with the work period at the same time on each of the five days.

The normal work week shall be Monday to Friday inclusive, for the non-shift employees in the following Units:

- a. Maintenance Units at all power stations.
- b. Reserve Operator and Labor Units at all power stations except to provide limited janitor service seven days a week; certain laborers at Springdale Power Station may be assigned to a normal shift schedule.
- c. Coal and Ash employees and Stores employees at Armstrong, Mitchell, and Springdale Power Stations, except that employees at Mitchell Power Station classified as Heavy Equipment Operator, Tow Boat Operator, Barge Unloader Operator, Coal Equipment Operator and Barge Handler and employees at Springdale Power Station classified as Bulldozer Operator and Reserve Operator - Coal, will normally work a six-day-on and two-day-off shift schedule on the daylight shift.

Except when transferred to a shift schedule as herein provided, work assignments on days other than Monday to Friday, inclusive, for employees in the classifications listed above shall be in addition to and not a part of the normal weekly work schedule.

Normal weekly work schedules shall be posted and remain in effect as normal schedules until changed in accordance with provisions herein described or by posting changed schedules which shall be done not later than 3 p.m. Friday of the week previous to that in which the change is to be made.

Scheduling of work periods for time other than during daylight hours shall be limited insofar as possible to essential work requirements such as filling operating assignments, condenser cleaning, certain janitor assignments, major maintenance work, and emergencies.

13.23 OVERTIME PAYMENT FOR NON-SHIFT EMPLOYEES IN POWER STATIONS

- (a) Overtime provisions under Subsections 13.5 through 13.9 shall apply.
- (b) **Change of Schedule**
Time-and-one-half shall be paid for all time worked, other than scheduled hours, during the first work period in each change from the weekly schedule. Overtime shall not be paid for a change of schedule when returning to the weekly schedule as assigned on Friday of the previous week. This in no way alters present practice of paying overtime for short swing work as provided in Subsection 13.5(b), Daily Hours.

Employees required to work an additional shift in a twenty-four hour period shall be paid change of schedule on the day following provided the employee continues to work the new schedule.

- (c) Sunday
Two times straight-time rate shall be paid for all hours worked on Sundays, except as provided for in Subsection 13.24, Non-Shift Employees Transferred to Shift Work.

13.24 NON-SHIFT EMPLOYEES TRANSFERRED TO SHIFT WORK

When a non-shift employee is required to fill a shift job temporarily, he/she shall work the schedule of the shift employee for whom he/she is substituting.

A non-shift employee temporarily transferred to shift work shall receive two times straight-time pay for work on the first Sunday on which he/she works as a shift employee. Thereafter, shift operating work on Sunday shall be paid for on the basis of a shift employee's schedule until he/she is returned to non-shift work. It shall not be construed that a shift schedule has been interrupted when an employee is used on non-shift work to give him/her forty straight-time hours in a week.

Except for the overtime provision for work on the first Sunday, a non-shift employee shall follow the provisions applying to shift employees as long as he/she continues to work as a shift employee. When the employee is returned to non-shift work, he/she shall follow the provisions applying to non-shift employees and he/she shall not be paid time-and-one-half or double time for work on days which would have been his/her days off on the shift schedule.

Upon completion of a shift assignment, there shall be no requirement to schedule a short swing shift at overtime in order to return the employee to his/her non-shift schedule, unless this is necessary in order to provide a minimum of forty hours in the week. Overtime shall not be paid for a change of schedule when the employee is returning to his/her regular non-shift job.

A temporary shift operating vacancy normally will be filled by assigning the senior qualified employee available from the Reserve Operator and Labor Unit. Vacation vacancies will continue to be filled in accordance with existing practices.

When a temporary shift operating vacancy, other than a vacation vacancy, continues for more than two six-day work periods or two five-day work periods depending upon the basic schedule of the job, the vacancy normally shall be filled thereafter by assigning the senior qualified employee available from the Reserve Operator and Labor Unit beginning with the first shift that such employee can be assigned at straight time.

An employee of the Reserve Operator and Labor Unit who is assigned to a job in another unit at a rate higher than his/her basic rate at the time the temporary shift operating vacancy occurs is considered to be unavailable for the new assignment.

Assignments to temporary shift vacancies made in accordance with the foregoing shall continue for the duration of the vacancy.

**13.25 CUSTOMER OPERATIONS DEPARTMENT,
DEMAND METER ANALYSIS SECTION, AND
CONSTRUCTION SERVICES DIVISION**

A non-shift employee in the Customer Operations Department and Construction Services Division *occupies a job on a normal work schedule which shall be five consecutive eight-hour days each week, Monday to Friday, inclusive, with a work period at the same time on each of the five days between 7:00 a.m. and 5:30 p.m., except as provided in the following subsections:*

- (a) **Starting Time for Line Crews**
Starting time for line crews shall be 7:00 a.m. except November 1 to the following March 1 in which period the starting time shall be 7:30 a.m.
- (b) **Special Service Employees**
Special service employees perform duties which may regularly require work at hours other than those specified above and may be assigned work schedules which include five eight-hour days each week, exclusive of Saturday and Sunday.

Special service employees are:

Transportation Unit employees of Customer Operations

Stores Attendant classification of Customer Operations

Mail Truck Drivers of Customer Operations

Utilityworker classifications when assigned to duties of the Stores and Transportation Units of Customer Operations

Night Lineworker classification of Customer Operations

Serviceworker classification of Customer Operations

Garage Mechanic Helper classification of
Construction Services
Transportation Unit employees of Engineering and
Construction.

In addition, the following provisions under this
section with respect to the employees of the
Transportation Unit of Engineering and Construction
will apply:

1. All present employees (as of May 1, 1996)
will be grandfathered on their existing
daylight shift and may volunteer for
assignment under this clause at their
discretion.
2. All new employees who are hired or bid into
this group will be required to work
schedules under this clause similar to the
Transportation Unit Employees of Customer
Operations.

13.26 CHANGE OF REGULAR WEEKLY WORK SCHEDULE

If the weekly work schedule is changed without
seven days' notice, Subsection 13.27(c) shall apply.

13.27 OVERTIME PAYMENT FOR NON-SHIFT EMPLOYEES IN CUSTOMER OPERATIONS DEPARTMENT, DEMAND METER ANALYSIS SECTION, AND CONSTRUCTION SERVICES DIVISION

- a. Overtime provisions under Subsections
13.5 through 13.9 shall apply.
- b. Sunday - Two times straight-time rate shall
be paid for all hours worked on Sunday.
- c. Change of Schedule - Time-and-one-half
shall be paid for all time worked other than
scheduled hours during the first work period
in each change from the weekly work

schedule, except where seasonal changes are made in the daily working period.

13.28 HATFIELD EQUIPMENT SERVICE ROLLING 4 X 10 SCHEDULE

The following language supersedes any conflicting language for this schedule only. The Power Stations Joint Review Team may meet, upon mutual consent, on an as needed basis.

1. A week begins on Saturday (00:01) and ends Friday at Midnight. A second group of equipment service Op/Techs may work the following schedule, which begins on Saturday (00:01 a.m.) and ends Friday at midnight:
2. Regular hours of work will start at 7:00 a.m. and conclude at 5:30 p.m., with a midday period for the employee's meal. Starting time will be by all crew's consensus (excluding management), within 6:00 a.m. to 7:00 a.m. by one-half hour increments.
3. Vacation and Sick time would be charged on an hour-for-hour basis, i.e., an employee taking a full day of vacation would be charged 10 hours of vacation time. Vacation accrual will be done on the same basis as for employees working any other 40-hour/week schedule (except for 6-2 employees where vacation accrual is 48 hours/week).
4. Employees will be eligible for a meal entitlement when working more than one hour beyond the scheduled end of a 10-hour shift, etc. (see General Labor Agreement).

5. For overtime worked on regular scheduled days off, first days off would be paid at a rate of time-and-one-half, second days off would be paid at a rate of double time. First and second days off alternate, as shown in the preceding attachment.
6. When first and second off days are scheduled due to work load, there shall be no requirement to work first off day to be entitled to work second off day. All outstanding grievances on this matter will be withdrawn by the Union upon the Company's payment to each grievant (at fifty cents on the dollar) for those hours employee was denied the opportunity to work.
7. Pay for work on Sunday to be governed by Section 14.7 of the General Labor Agreement.
8. Days off for death in family and jury duty will be paid on the basis of 10-hour work day.
9. Holiday begins at regular scheduled start time for day and ends 24 hours later. For time worked in schedule on holiday, employee is paid time-and-one-half for hours worked, plus receives 10 hours holiday pay. Time worked outside schedule on holiday is paid at two-and-one-half times the employees rate.
10. When holiday falls on regular scheduled off day, employee receives 8 hours holiday (straight time) pay.
11. Employees working the above schedule shall not be required to use vacation on a

holiday. When vacations are requested on a holiday, the Company will grant a minimum of two per crew. Granting will be by "seniority on an annual basis."

12. A PC day is 8 hours.
13. A PC day may be supplemented by working the additional two hours with management's approval.
14. See change to 22.1 of agreement which addresses sick payment beginning with the 25th consecutive hour on employee's third instance.
15. All 10 hour and 12 hour shift employees shall be permitted to utilize one day (8 hours) of their vacation allotment in partial days (two-hour increments) and four days (32 hours) in half-day increments. **All** other power station employees (8-hour schedule) may utilize 40 hours of vacation in half-day increments. Use of partial days shall remain subject to management approval, except for personal convenience day supplement.

**13.29 ARMSTRONG CONTINUOUS WORK
SCHEDULE 5-CREW DESIGN, 12-HOUR (EOWEO)
ROTATING SHIFT SYSTEM: 35-DAY CYCLE**

The following language supersedes any conflicting language for this schedule only. The Power Stations Joint Review Team may meet, upon mutual consent, on an as needed basis.

1. The week for timekeeping and vacation purposes is from Sunday a.m. and ends a.m. the following Sunday.

2. Days may start from 6:00 a.m. to 8:00 a.m. in one-half hour increments, based on consensus of group.
3. For overtime worked on regular scheduled days off, first off days would be paid at a rate of time-and one-half, second off days would be paid at a rate of double time. First and second days off alternate following regular scheduled work days. Example: employee works Tuesday and Wednesday nights as regular scheduled work days. Thursday, Friday, Saturday and Sunday are scheduled off. Thursday and Saturday will be first days off, Friday and Sunday will be second days off.
4. When first and second off days are scheduled due to work load, there shall be no requirement to work first off day to be entitled to work second off day.
5. Vacation and sick time would be charged on an hour-for-hour basis, i.e., an employee taking a full day of vacation would be charged 12 hours of vacation time. Vacation accrual will be done on the same basis as for employees working 40 hours/week schedules (except for 6-2 employees where vacation accrual is 48 hours/week).
6. Employees working one-half hour beyond their normal quitting time will immediately be entitled to a meal.
7. Pay for work on Sunday to be governed by Section 14.7 of the General Labor Agreement.

8. Days off for death in family and jury duty will be paid on the basis of 12 hour work day.
9. Holiday begins at regular scheduled start time for day and ends 24 hours later. For time worked in schedule on holiday, employee is paid time-and-one-half for hours worked, plus receives 12 hours holiday pay. Time worked outside schedule on holiday is paid at two-and-one-half times the employee's rate.
10. When holiday falls on regular scheduled off day, employee receives 8 hours holiday (straight time) pay. When holiday falls in scheduled vacation period, employee receives 12 hours of holiday (straight time) pay.
11. Shift differential will be paid for the night shift only.

Effective December 1, 2001, shift differential will be increased to \$1.15/hour.

Effective May 1, 2002, shift differential will be increased to \$1.18/hour.

Effective May 1, 2003, shift differential will be increased to \$1.22/hour.

Effective May 1, 2004, shift differential will be increased to \$1.26/hour.

Effective May 1, 2005, shift differential will be increased to \$1.29/hour.

12. A PC day is 8 hours.

13. Three 8-hour PC days may be combined to get two, 12-hour PC days. Also, a PC day may be supplemented by working the four additional hours with management approval.
14. See change to 22.1 of agreement which addresses sick pay payment beginning with the 25th consecutive hour on the third instance.
15. The person on his/her extra week shall assume the week's schedule of a person off on another crew in his/her classification at straight time. The first day on shift shall constitute attachment to new crew. No change of schedule will be paid if said employee is notified by Thursday 3:00 p.m. the week before, or when returning to regular crew, beginning with the following week.
16. On extra week, employee may work alternate days (Monday through Friday) instead of normal Tuesday through Friday schedule with management's approval. *Schedule must be agreed upon before noon Thursday the week before.*
17. Overtime list for each crew will be maintained as per Section 13.10 for Production employees who are needed to fill non-operational overtime.
18. A Reserve Operator, when attached to a crew, will revert to his/her basic rate on the extra week, and he/she will have the option to work the fifth 8-hour day at straight time to give him/her forty hours per week.

Schedule must be agreed upon before noon Thursday the week before.

19. If an employee must be forced to fill a single day (not a week's vacation vacancy) Section 13.13 of the existing contract will be utilized. The vacancy filling sheet will be used to determine the employee with the least company seniority in the classification that the vacancy exists and that working the forced day would not interfere with his/her next scheduled shift.
20. All 10-hour and 12-hour shift employees shall be permitted to utilize one day (8 hours) of their vacation allotment in partial days (two-hour increments) and four days (32 hours) in half-day increments. **All** other power station employees (8-hour schedule) may utilize 40 hours of vacation in half-day increments. Use of partial days shall remain subject to management approval, except for personal convenience day supplement.
21. When a temporary shift operating vacancy, other than a vacation vacancy, continues for more than two, 7-day work weeks, the vacancy normally shall be filled thereafter by assigning the senior qualified employee available from the Reserve Operator and Laborer Unit beginning with the first day of the third work week. Management is to be notified by Thursday at noon the week before so the schedule can be posted that Thursday by 3:00 p.m. in order that both employees are notified.
22. Even though the 12-hour schedule does not result in 40 work hours in each week,

employees will continue full-time status due to the 2080 hours worked per year.

Section XIV
SHIFT DIFFERENTIAL AND PREMIUM PAY

14.1 APPLICATION OF SHIFT DIFFERENTIAL

Afternoon shift differential applies for hours worked from end of day shift to eight hours prior to starting time of next day shift, and night shift differential applies for hours worked during the eight-hour period immediately preceding the starting time of the day shift as described in Subsection 13.15, Shift Designation.

14.2 SHIFT EMPLOYEES

Effective December 1, 2001, shift differential will be increased to 0-87-87 cents per hour.

Effective May 1, 2002, shift differential will be increased to 0-90-90 cents per hour.

Effective May 1, 2003, shift differential will be increased to 0-93-93 cents per hour.

Effective May 1, 2004, shift differential will be increased to 0-96-96 cents per hour.

Effective May 1, 2005, shift differential will be increased to 0-99-99 cents per hour.

14.3 NON-SHIFT EMPLOYEES

Non-shift employees who work four hours or more, *whether continuous or not, between the end of the day shift and the start of the next day shift* shall receive the appropriate shift differential for hours worked on the afternoon or night shift. Employee is not paid shift differential when minimum overtime allowance provision applies as provided in Subsection 13.9, Minimum Overtime Allowance.

14.4 TEMPORARY TRANSFERS OF NON-SHIFT EMPLOYEES TO SHIFT JOBS

When a non-shift employee works on shift work, the regular shift schedule determines day, afternoon, or night shift.

EXAMPLE

Non-Shift day schedule -

8:00 a.m. to 4:30 p.m.

Shift afternoon schedule -

3:00 p.m. to 11:00 p.m.

Non-shift employee starts on regular day schedule, takes over shift at 3:00 p.m. and works until 11:00 p.m. Afternoon shift differential begins to apply at 3:00 p.m.

14.5 TEMPORARY TRANSFERS OF SHIFT EMPLOYEES TO NON-SHIFT JOBS

When a shift employee is transferred to non-shift work, shift differential is paid on same basis as for non-shift employee. (See Subsection 14.3, Non-Shift Employees.)

14.6 APPLICATION OF SHIFT DIFFERENTIAL

When overtime rates apply, the shift differential shall be added to the base rate before calculating overtime or holiday premium time. Shift differentials shall not be paid for any hours worked and paid for under the minimum overtime allowance.

Shift differentials shall not be included in the pay received for vacations, sick pay, jury duty, and similar allowances for time off.

14.7 SUNDAY PREMIUM PAY FOR OPERATORS

A premium of one-fourth of the straight-time hourly rate will be paid for hours worked on Sunday that are a part of the shift employee's regular schedule. This

premium will not apply for hours for which the employee is eligible for other higher premium pay. Any such Sunday premium time paid for at one-fourth of the straight-time hourly rate shall be counted as straight time for actual hours worked in the determination of weekly overtime.

Employees who work overtime on Sunday and are qualified for Sunday premium pay on that day will receive an overtime rate of one-and-one half times the Sunday premium rate for those overtime hours.

14.8 FOREIGN UTILITIES

For work at another electric utility requesting mutual assistance for restoration of service, employees will be compensated with a 5% premium on all paid wages. This premium payment does not apply to any current or future franchised territory of Allegheny Energy and also excludes work within DQE's existing franchised territory.

Section XV INCLEMENT WEATHER

15.1 LINES, INSTALLER, SERVICE, AND SUBSTATIONS

Employees engaged in the construction and maintenance of lines and substations will not be required to do work outdoors in inclement weather on jobs which can reasonably be deferred until weather conditions are less severe. It is understood that there are times in which work cannot be deferred. Examples of when work cannot be deferred are when there is an emergency, which is a combination of circumstances which calls for immediate action consistent with the safety of employees, or when it is necessary to protect life and property or to restore or maintain customer service.

It is the supervisor's responsibility to determine when weather conditions are too severe for the work at hand with due regard to the nature of work to be performed, temperature, wind velocity, precipitation, snow or ice accumulation on ground or structures, availability of shelter or combination of these factors. In general, temperatures of 10°F. or lower will be considered inclement weather for lineworkers, installers, or serviceworkers required to work on pole tops, towers, or structures. It is recognized that weather too inclement for climbing may not be considered inclement for work involving less exposure or exposure of shorter durations.

15.2 METER READING

The demands of our billing routine make it necessary to maintain rigid meter reading schedules. The Union shall appoint a representative in each reporting location who will have the responsibility of consulting the immediate supervisor to determine if a day is unfit for meter reading.

It shall be the immediate supervisor's responsibility to determine if a day is unfit for meter reading.

If it is decided that meters will not be read, Meter Readers shall estimate readings and perform any other productive work, which is available. If the weather improves sufficiently during the day to permit meter reading, those meters which have not been estimated should be read.

Demand meter readings in congested areas shall be obtained by Meter Readers regardless of the weather. Use of an automobile should permit a Meter Reader to pick up demand readings on rural routes unless roads are impassable.

**Section XVI
MEAL AND OTHER EXPENSES**

16.1 COST OF MEALS

The company shall reimburse employees for meal expenses which are incurred solely because of Company work requirements, where such expenses are not a part of the employees' normal living expenses. It will be the responsibility of employees to provide their own meals in connection with all work assignments, except under the following circumstances:

- a. An employee will be entitled to a meal when required to work two or more consecutive hours past his/her normal quitting time. The employee will be entitled to additional meals at intervals of five hours as long as he/she is required to work.
- b. When an employee is requested to report for work immediately without being given time to eat before reporting or to make the customary arrangements for his/her mid-period lunch, he/she will be entitled to these and other meals at the regular meal periods occurring within his/her work period, provided he/she works more than one hour.
- c. An employee called out to work, (a) after completing his/her normal day's work schedule, or (b) after completing a prearranged work assignment on a nonscheduled day, will be entitled to a meal at intervals of five hours as long as he/she is required to work.
- d. An employee whose work requires him/her to be away from home over night shall be reimbursed for all regular meal expense in connection with that trip.
- e. When an operator fills a vacancy prior to a regularly scheduled shift and works at least

seven hours before the regular shift, he/she shall be entitled to a meal at a convenient time during his/her regular shift.

16.2 When an employee is entitled to a meal under the above provisions, the Company may furnish such meal or request that the employee purchase his/her own meal. In the event the meal is purchased by the employee, he/she will be reimbursed for the actual reasonable cost thereof. If it is impracticable for an employee to be furnished a meal or to purchase it, he/she will be given an allowance of \$10.00 for each meal to which he/she is entitled.

16.3 TIME FOR EATING MEALS - SHIFT EMPLOYEES

All shift employees shall be paid for mealtime.

16.4 TIME FOR EATING MEALS - NON-SHIFT EMPLOYEES

Working schedules for non-shift employees shall be established so as to provide a normal meal period of not less than one-half hour. It will be the responsibility of supervisors to schedule work so as to observe the normally established meal period, and variations from such a procedure will be made only when work conditions make it necessary. Such variations shall be confined so that the start of the meal period shall not be more than one-half hour early or one-half hour late (with the single exception noted in Subsection 16.4(d)). Meal periods for non-shift employees will be considered working time and will be paid for only under the following circumstances:

- a. Non-shift employees who have been designated by their supervisors as working on a multiple-shift basis shall be paid for mealtime. For example, on turbine overhaul work where maintenance work is

continuous on a two- or three-shift basis. In such cases employees will be asked to eat and return to the job as quickly as possible, and the meal period may have to be at different times for different members of the crew.

- b. Non-shift employees engaged in emergency overtime when working on a nonscheduled day will be paid for their regular mealtime (the first meal after starting on the job) where supervisors determine that the work must be completed as quickly as possible and that elimination of the meal period will be necessary to speed up completion of the job. In such cases employees will be asked to eat and return to the job as quickly as possible, and the meal period may have to be at different times for different members of the crew.
- c. Non-shift employees engaged in emergency overtime work, whether on a scheduled or non-scheduled day, will be paid for mealtime other than their regular mealtime noted in Subsection 16.4, Non-Shift Employees, provided they eat on the job or are directed to eat and return to work immediately after their meal. In such cases the meal period may have to be at different times for different members of the crew.
- d. Where the start of the normally established meal period (the normal scheduled mealtime included between the two halves of an employee's regular schedule) has been advanced by more than one-half hour or delayed by more than one-half hour (delayed one hour for Lines employees of Lines, Installer, and Service Unit and Substation employees of the Substation Unit), employees will be asked to eat as job conditions permit and to return to the job as

quickly as possible. In such cases, all time will be considered working hours, including time spent in eating meals.

16.5 OPPORTUNITY TO EAT MEALS

When it is known in advance that an employee will be entitled to a meal by reason of working two or more consecutive hours past his/her normal quitting time as provided in Subsection 16.1(a), opportunity for eating the meal will be provided at the first convenient time following completion of his/her eighth hour of work. Such mealtime is not considered working time unless it is covered under Subsection 16.4, Non-Shift Employees.

16.6 POWER STATIONS

Present practices concerning meals in power stations, where meals can be furnished to employees at fixed work locations, will be continued.

16.7 MOVING EXPENSE

When an employee moves at the request of the Company, his/her moving expenses shall be paid.

Section XVII FURLOUGH

17.1 DEFINITION

Furlough is Authorized leave of absence of more than two weeks without pay. This section does not apply to Subsection 3.1, Leave of Absence on Union Business, and Section XVIII, Military Service.

17.2 FURLOUGH REQUEST AND APPROVAL

An employee with five years or more of credited service may submit a request for furlough to his/her immediate supervisor. Depending upon nature of request and effect on Company business as determined by Management, such requests may be authorized by the responsible group executive for a

period not to exceed three months. Authorized furloughs may be renewed for additional three-month periods if approved by the responsible group executive.

Consideration will be given to furlough requests when employee is to hold a government office, provided that such requests are approved by the Company legal services executive.

Consideration shall not be given to furlough requests when employee is to engage in gainful employment elsewhere other than stated above.

17.3 JOB STATUS

At termination of furlough, employee shall be reinstated in former or equivalent job, provided that work is available and employee meets medical requirements.

Employee on furlough shall be subject to recall or layoff depending on Company circumstances. Employee who does not return to work upon reasonable notice shall be considered to have *resigned*.

17.4 EMPLOYEE BENEFITS DURING FURLOUGH PERIOD

Employee benefits shall be suspended during furlough period, except that group life insurance may be continued for a period not to exceed six months by payment in advance by employee of his/her share of group life insurance premiums.

Employee shall be reinstated in any employee benefits from which he/she was suspended on the first day of the month coincident with or following return to work.

17.5 SENIORITY DATE AND SERVICE DATE

Seniority date shall be retained and service date shall be adjusted to exclude furlough period as provided in Subsection 7.3, Interrupted Service, (b) Layoff or Furlough.

**Section XVIII
MILITARY SERVICE**

18.1 An employee entering military service shall have reemployment rights in accordance with the Federal and State laws pertaining to such military service.

**Section XIX
HOLIDAYS****19.1 HOLIDAYS SPECIFIED**

The following nine holidays shall be observed to the extent permitted by work requirements:

New Year's Day
Presidents' Day
Good Friday/Spring Holiday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Christmas

When any holiday falls on Sunday, it will be observed on the Monday following and when any holiday falls on Saturday, it will be observed on the previous Friday.

19.2 PAY FOR NOT WORKING ON A HOLIDAY

Unless otherwise stated in this agreement, employees not required to work on a holiday which falls on what would have been a scheduled working

day, shall receive eight hours' pay at straight-time rates. Shift employees shall be paid eight hours for a holiday at straight-time rate if such holiday falls on a scheduled rest day.

19.3 PAY WHEN WORKING ON A HOLIDAY

Unless otherwise stated in this agreement, an employee required to work on a holiday shall receive holiday pay in the amount of eight hours at straight-time rate for hours which are considered his/her regularly scheduled hours on a non-holiday.

For the purpose of determining holiday pay, a shift employee shall retain his/her present schedule through his/her off days.

In addition all employees receive:

- (a) One-and-one-half times straight-time rate for all hours worked which are within his/her regularly scheduled work period on a non-holiday.
- (b) Two times straight-time rate for all time worked in schedule when a shift employee's sixth scheduled day in the work week falls on a holiday, or when an employee works in scheduled hours on his/her second off day which is also a holiday.
- (c) Two-and-one-half times straight-time rate for all hours worked which are considered outside of his/her regularly scheduled work period on a non-holiday.

Time worked in schedule on a holiday shall be counted in determining eligibility for weekly overtime.

See Subsection 13.9, *Minimum Overtime Allowance*, for minimum overtime allowance on a holiday.

19.4 HOLIDAY IN A VACATION PERIOD

When a holiday occurs during a vacation period, shift employees shall receive an extra day's pay at straight-time rates, and other employees shall be allowed an extra day of vacation to be taken at such time as work requirements permit. (See Subsection 20.6, Holiday in a Vacation Period.)

19.5 HOLIDAY PAY VS. SICK PAY

An employee who is off sick or on an approved absence immediately prior to and/or after a scheduled holiday shall receive holiday pay or shall be covered by existing sick pay allowance, as follows:

- (a) An employee off due to illness, or on an approved absence other than a furlough, shall be eligible to receive holiday pay as provided by holiday pay regulations for any holidays coming within the first fourteen calendar days of such illness or absence. Time off on vacation shall not be counted as part of the fourteen-day period.
- (b) An employee receiving holiday pay during the period of illness shall not receive sick pay for the same day nor shall the day be counted in his/her waiting period. If an employee is receiving compensation as a result of occupational injuries, and is eligible for holiday pay, it shall be in such amount as will supplement compensation payment to provide a total of a regular day's pay.

**Section XX
VACATIONS****20.1 LENGTH OF VACATION**

Temporary employees with less than four months of continuous service shall not be entitled to any vacation. All other employees shall be entitled to vacation with pay according to the following schedule:

Yrs. Of Continuous Service As Of July 1 of Current Year	Hours Of Vacation (6-2 Schedule)	Hours Of Vacation (All Others)
1	48	40
2	96	80
8	144	120
15	192	160
20	240	200
34	288	240

Employees with less than one year of continuous service as of July 1 of the current year shall be entitled to one day of vacation for each two months of continuous service prior to July 1 of the current year up to a maximum of five days.

Employees who complete 2,8,15,20, or 34 years of continuous service on a date after July 1 of the current year shall be entitled to one additional day of vacation for each month of continuous service between that date and December 31 of the current year up to a maximum of five days. Effective January 1, 1997 these additional days shall be equivalent to ten hours for any employee regularly working in a ten-hour shift.

One-half month's work or more is considered one full month in determining vacation allowance.

The wage rate paid to employees for time on vacation shall be the appropriate wage rate for the employee's basic job.

In all cases, service must be completed as of July 1 of the current year.

One day will be equivalent to 8 hours unless otherwise noted.

20.2 WEEK FOR VACATION PURPOSES

A week for vacation purposes shall consist of forty-eight hours for employees who work more than 25% of their time during the year prior to July 1 of the current year on a 6-2 work schedule; and forty hours for all other employees.

20.3 CHOICE OF VACATIONS

Employees will be given their choice of vacation time as far as possible, subject to the work requirements of the department, availability of necessary substitutes and recognition of employees having the greatest Company seniority having the first choice of vacation time. Vacations may be scheduled at any time during the calendar year except when an employee with six weeks of vacation entitlement divides such vacation into more than two periods, then the sixth week of this vacation must be scheduled and completed before May 1 of the current year. Normally, vacations are scheduled for not less than one week at a time. However, an employee may, in a bona fide personal emergency, elect to use vacation time to which he/she is entitled in lieu of taking time off without pay.

Vacation schedules shall be posted. All choices of vacation time must be indicated by April 1 of each

year. Each employee will, in order of seniority, be given a limited time which, under normal circumstances, shall not be less than five days (three days for power station employees) in which to exercise his/her seniority rights in each choice of vacation time. If no choice has been indicated in the time allotted, or if the employee subsequently desires to change his/her vacation time, the employee loses his/her right of prior choice but may choose from the remaining time available after other employees have had an opportunity to make a choice.

When vacation time is divided into more than one period, seniority can be exercised in the second choice only after all other employees have had the opportunity to make a first choice, and seniority can be exercised in a third choice only after all other eligible employees have had the opportunity to make a second choice.

Employees will be permitted to use one week of their vacation in increments of one day. Such use will be permitted only upon the approval of the supervisor and subject to the following conditions.

a. No overtime results from the one-day increments, except that shift employees in the Power Stations Department and special service employees in the Customer Operations Department will be permitted two vacation days during the contract year which will be exempt from this restriction.

b. Employee must submit written request at least three working days prior to the date desired to be used as vacation.

c. In an emergency situation, when the reason for the emergency is satisfactory to the employee's supervisor and the request is made prior to the employee's starting time.

20.4 VACATION SCHEDULES

Vacations shall be scheduled and completed during the calendar year with the following exceptions:

1. When an employee's final week of vacation is begun during the last week of the year, it may continue into the first week of the following year.
2. When vacations scheduled late in the year cannot be completed because of
 - (a) Company work assignments
 - (b) Employees illness, or
 - (c) Time off under Section XXI, Death in Immediate Family, such postponed vacation time must be completed prior to April 1 of the following year.
3. An employee may elect to carry over to the following calendar year up to one week (40 hours for non-shift employees and 48 hours for shift employees) of vacation. All carryover vacation must be used by May 1.

20.5 CHANGE OF SCHEDULE

An employee who is called back to work during his/her vacation, or on his/her regular day off immediately following his/her vacation, shall be considered to have had a change of schedule and shall be paid time-and-one-half for all hours worked during the first period of such callback.

20.6 HOLIDAY IN A VACATION PERIOD

When a holiday occurs during vacation period, Subsection 19.4, Holiday in a Vacation Period, applies.

20.7 PERSONAL CONVENIENCE DAY

Regular and probationary employees with four months or more of continuous service shall be entitled to three personal convenience days off with pay by submitting a written request to their immediate supervisor three calendar days in advance of the designated day. The granting of this request shall be subject to the work requirements of the department, the availability of substitutes, and the approval of the employee's immediate supervisor. These personal convenience days must be taken during the calendar year.

20.8 USE OF VACATION TO SUPPLEMENT WORKERS' COMPENSATION

When an employee is absent from work due to an occupational illness or injury, and is entitled to receive Workers' Compensation, vacation pay allowance may be used on an hourly equivalent basis to supplement the difference between the legal rate of compensation and vacation pay entitlement. No vacation pay allowance will be used or charged when the legal rate of compensation is greater than vacation pay entitlement. Employee may elect the period during which accrued vacation allowance will be applied as a Workers' Compensation supplement by providing a three-day written notice to his supervisor.

20.9 VACATION DONATION

The present Allegheny Energy Vacation Donation Program will apply to Union members on Family and Medical Leave who have exhausted paid leave unless the Allegheny Energy Vacation Donation Program is discontinued or modified equally insofar as all of the Company's employees are concerned.

Section XXI
DEATH IN IMMEDIATE FAMILY

21.1 In case of death in an employee's immediate family, the employee shall upon request be granted up to four regularly scheduled working days off with pay, from the day of death and ending the day of the funeral. The immediate family is understood to include the following:

Father, mother, sister, brother, wife, husband, son, daughter, father-in-law, mother-in-law, and only such other relatives of the employee or spouse who were resident members of the employee's household at the time of death.

In the case of death of employee's grandparent or employee's spouse's grandparent and/or employee's brother-in-law or sister-in law, the employee shall upon request be granted one regularly scheduled working day, day of funeral, off with pay.

If a death occurs in an employee's immediate family during his/her vacation, the employee may reschedule that portion of his/her vacation in which he/she would be entitled to time off because of death in family, provided the vacation can be rescheduled within the current year except as provided in Subsection 20.3, Choice of Vacations.

The provisions of this section will not apply when an employee is off duty for other reasons such as illness, injury, furlough, holiday, and Union business.

21.2 EDUCATIONAL BENEFIT

The Company will provide an educational benefit for the continued education of a dependent of an employee who suffers loss of life as a result of a work-related accident. Dependency will be defined

by the terms of this benefit Policy. The following provisions will apply:

1. Employee's dependent children eligible up to age 25.
2. *Immediately following employee's death, an amount of \$5,000 per year up to four years (maximum \$20,000) to be placed in a trust in the dependent's name for each eligible child.*
3. The money is to be used by the eligible child/ children for educational purposes.
4. Unused money will revert from the trust to Company.

Section XXII SICK PAY

22.1 HOURLY RATED EMPLOYEES

If an hourly rated employee is absent from work because of illness or injury of a non-occupational nature and for which legal compensation is not to be paid, the employee will be paid at regular pay periods at his/her regular rate of pay for all regularly scheduled hours, first at full pay, then at half pay depending on the length of service as follows:



During each one-year period from May 1 to May 1, an employee shall be paid sick pay beginning with his/her first day off sick on no more than his/her first two specific illnesses or injuries, except when illness or injury is of an occupational nature and employee is entitled to receive Workers' Compensation. After the first two specific illnesses or injuries, an employee shall be paid sick pay beginning with the 25th consecutive scheduled hour off as determined by his/her normal working schedule. Beginning with the 25th consecutive hour, the employee will be paid in accordance with the schedule shown above.

When an employee is entitled to receive Workers' Compensation, he/she shall be paid sick pay beginning with his/her first day off and the incident shall not be counted in determining the first two specific illnesses or injuries as stated above.

If an employee is absent from work more than once during any consecutive twelve-month period, the off-time pay allowance will be granted as often or as long as is permitted within the schedule shown above until the full provisions have been entirely used.

To qualify for these wage allowances, the employee must be a regular employee and have completed one year of continuous service. The employee must present satisfactory evidence of inability to work due to such illness or injury; adopt such remedial measures as may be commensurate with his/her disability; and/or permit such reasonable examinations by the Company's medical department representatives as in its judgment may be necessary to ascertain the employee's condition. Unless prevented by his/her own physical incapacity, the employee must report to his/her supervisor or the

supervisor's designee the cause of his/her absence prior to the beginning of the scheduled workday.

Unless specifically allowed by Management, no wage allowance, as provided for in this section, will be paid if the disability is the result of the use of drugs or intoxicants; or the result of the employee's own gross negligence or misconduct; or the result of a chronic ailment which existed and was known to the employee at the time of his/her employment by the Company.

No wage allowance will be paid after an employee is laid off or if the injury or illness was incurred while on leave of absence, furlough, or suspension from work. However, no employee will be laid off to avoid the payment of sick pay. Time actually paid in accordance with these provisions shall not be deducted from the employee's vacation. An employee may deduct from his/her vacation time the number of days of waiting period. When a holiday occurs during an employee's period of sick leave, an additional day of sick leave is allowed when the holiday occurs within the first fourteen calendar days of sick leave. Days for which employees receive holiday pay shall not be counted as part of the waiting period under this regulation.

When an employee is absent from work due to an occupational illness or injury, and is entitled to receive Workers' Compensation, sick pay allowance will be used on an hourly equivalent basis to supplement the difference between the legal rate of compensation and sick pay entitlement. No sick pay allowance will be used or charged when the legal rate of compensation is greater than sick pay entitlement.

When an employee becomes sick on the job and leaves his/her work before completing his/her normal

hours of work, the employee shall only be paid for hours worked and that day shall be considered the first day of his/her waiting period. However, if it is one of the first two specific illnesses or injuries within the year period and he/she returns to work the next scheduled workday, he/she may elect not to count that part of a day as sick leave.

Sick pay, on the basis of the sick pay schedule given above, will be paid for a multiple-rate employee at the appropriate wage rate for the employee's basic job.

The hours allowed under the sick pay schedule for employees who are used as operators part of the time and as maintenance employees part of the time shall be determined in accordance with their basic work schedule, regardless of the schedule they may be working at the time the lost time occurs. If they have no basic work schedule, they will be paid on the basis of five eight-hour days per week, Monday to Friday, inclusive.

Increases in sick allowances shall become effective at the beginning of the pay period in which the employment anniversary occurs.

22.2 WEEKLY RATED EMPLOYEES

All of the provisions stated in Subsection 22.1, Hourly Rated Employees, shall apply to those regular employees who on April 30, 1971, were classified as weekly rated employees except that there shall be no waiting period at any time before permissible sick pay allowance is made and provided that such employees remain in a job that was considered weekly rated as of April 30, 1971.

22.3 SICK PAY VS. HOLIDAY PAY

Sick pay vs. holiday pay shall follow provisions of Subsection 19.5, Holiday Pay vs. Sick Pay.

**Section XXIII
HOSPITALIZATION AND
MEDICAL/DENTAL/VISION CARE**

23.1 The Union accepts responsibility to administer all details of a hospitalization and medical plan for employees covered by Section I, Recognition, which is satisfactory to the majority of union-represented employees.

If the retiree reaches age sixty-five or begins receiving Medicare benefits and the spouse is not eligible, the spouse and dependents may continue coverage until the spouse reaches age sixty-five or begins receiving Medicare benefits, so long as the retiree is living, by continuing to pay the same premium as though the retiree were still an active employee.

If an early retired employee dies, the surviving spouse may elect to continue hospitalization coverage until age sixty-five or upon receipt of Medicare benefits. Should the spouse make this election, then the Company will contribute 50% of the then current Company contribution rate for the appropriate coverage until such time a spouse reaches age sixty-five or upon receipt of Medicare benefits.

The monthly cost of the Hospitalization and Medical Plan for contract year May 1, 2001 through April 30, 2002 did not increase from the plan year 2000-2001 premium levels. For contract years May 1, 2002 through April 30, 2003, and May 1, 2003 through April 30, 2004, and effective upon implementation of the Union PPO plan, the parties agree to the following cost sharing formula for any premium increases, and the Company contribution level will not be reduced for the term of the labor contract:





In addition, by July 1, 2003 a vote by the membership will be taken to determine whether the union wants to participate in the company Medical Plan options, including a PPO option similar to the union PPO in place at the time of the 2003 vote. In preparation for this vote, a joint committee consisting of two (2) members each from the company and the union will meet to work out how the presentation of the medical plans will be made to the membership.

If the union votes to come into the company Medical Plan options, those employees hired prior to January 1, 1993, will be eligible for post-65 Company-subsidized medical or hospitalization coverage in retirement in the same manner as all other employees covered under the company Medical Plan. In addition, those employees hired on or after January 1, 2004 will receive no post-retirement medical coverage of any kind.

The contribution rate for employees retiring on or after May 1, 2001, will be frozen at the member's current rate, by appropriate coverage tier in effect at the time of retirement, until age 65. Contribution rates for employees who retired prior to May 1, 2001 will be at the same levels as previously negotiated.

PPO Blue Cross/Blue Shield Rates
May 1, 2003 thru April 30, 2004

Active Group

	Individ.	Parent/ Children	Husband/ Wife	Family
Full BC/BS	281.67	680.06	759.22	869.17
Com. Pays	202.15	491.91	554.53	645.52
Emp. Pays	79.52	188.15	204.69	223.65

PPO Blue Cross/Blue Shield Rates
May 1, 2003 thru April 30, 2004

Retiree Group

	Individ.	Parent/ Children	Husband/ Wife	Family
1 mo. (full)	281.67	680.06	759.22	869.17
1 mo. (com.)	281.67	541.11	607.73	702.41
1 mo. (emp.)	0	138.95	151.49	166.76

The Company shall have the express right to annually audit eligibility, claims and compliance with Section 125 of the Internal Revenue Code (Pre-tax Premium Payment Plan). Such audit shall be performed by an independent third party auditor from the following group (Aon Consulting, Buck Consultants, Deloitte & Touche, Ernst & Young, Towers Perrin or any other organization that the parties mutually agree to add).

The parties have also agreed that during the life of this Collective Bargaining Agreement, the Union will not request or negotiate with the carrier any change in the level of benefits or funding arrangement without the express written agreement of Allegheny Energy.

Changes in the insurance carrier or broker must be offered to the Company for review. The Union shall meet and discuss with the Company complete details of all future healthcare plan renewals (i.e., hospital, medical or prescription coverage) no later than 45 days prior to each subsequent renewal with the insurance carrier.

The Union will furnish Authorization from each employee indicating the employee's desire to participate in the Plan.

The Union recognizes that in submitting such contributions, the Company has fulfilled all of its obligations toward hospitalization and medical care, except as may be involved in Workers' Compensation.

The Company will remit such monthly contributions to the insurance carrier or broker designated by the Union.

23.2 If an employee dies as a result of an accident on the job on or after May 1, 1992, his/her dependents who are covered at the time of death may continue medical plan coverage by paying the same premium rate as active employees under the appropriate type of coverage. If the spouse is pregnant at the time of employee's death, the newborn child/ren will be covered under the appropriate type of coverage at the same premium rate as active employees.

Coverage for spouse will continue until eligible under any other group plan, Medicare, or remarriage. Dependent children will be eligible under the same conditions as dependents of active employees.

23.3 DENTAL PLAN

Effective January 1, 1993, the Allegheny Energy Dental Plan will be in effect for all regular and probationary Union employees who are actively at work. Detailed coverage of the program is included in the Summary Plan Description. In all questions of interpretation, the Plan Document shall govern. The Allegheny Energy Dental Plan will remain in effect

unless discontinued or modified insofar as all the Company's employees are concerned.

23.4 The Company will offer to the Union membership the following: Allegheny Energy Dental Plan effective January 1, 1996; Vision One Eye-care Program (Discount Program) effective July 1, 1995; Flexible Spending Accounts effective July 1, 1995.

23.5 Effective June 1, 1991, members of Local 102 became participants in the Allegheny Energy Pre-tax Premium Payment Plan which allows eligible employees to pay medical, dental, LTD Premiums, and Flexible Spending Accounts contributions on a pre-tax basis. The premiums and contributions paid on a pre-tax basis will not be subject to federal, social security (FICA), and in some cases state taxes. Premium payments under this arrangement will be deducted from wages before taxes, thereby resulting in lower taxable income.

23.6 If the union elects to participate in the company Medical Plan options, the voluntary Allegheny Energy Vision Insurance plan will apply to union members, effective calendar year 2004. This plan will continue unless it is discontinued or modified equally insofar as all of the company's employees are concerned.

**Section XXIV
SEPARATION ALLOWANCE**

24.1 This plan is to provide full-time regular employees with a separation allowance when laid off.

The separation allowance is one week's pay for the number of weeks computed from the following table:

Number of Full Years of Service	Number of Weeks Per Year
1 st 5 years	@ 1.000
2 nd 5 years	@ 1.125
3 rd 5 years	@ 1.250
4 th 5 years	@ 1.375
5 th 5 years	@ 1.500
6 th 5 years	@ 1.625
7 th 5 years	@ 1.750
8 th 5 years	@ 1.875
41 st year and beyond	@ 2.000

EXAMPLE: Employee with twenty-three years and six months of service:

5 years @ 1.000 wk/yr — 5.000 weeks

5 years @ 1.125 wk/yr — 5.625 weeks

5 years @ 1.250 wk/yr — 6.250 weeks

5 years @ 1.375 wk/yr — 6.875 weeks

3 years @ 1.500 wk/yr — 4.500 weeks

Total Allowance — 28.250 weeks of pay

"Years of service" are number of full years of recognized service. Credit is not given for fractional years of service. The separation allowance shall be paid every two weeks on what would have been the employee's normal pay date had he/she continued his/her employment.

An employee who receives the separation allowance shall retain seniority rights as provided in Subsection 9.28, Recall Rights.

If an employee returns to employment with Company and is later laid off again, the employee shall receive a separation allowance based upon his/her years of recognized service up to the date of the most recent layoff, less the amount of separation allowance he/she has already received.

If the employee's death occurs while receiving separation pay, his/her heirs or estate shall receive the remainder due under formula in this Section XXIV, Separation Allowance.

Separation allowance shall be computed by using the employee's regular classification rate at time of separation.

The week shall be forty hours for non-shift employees and forty-three hours for shift employees who average forty-two hours' work.

Section XXV SAFETY

25.1 The Company will, within practical limits, produce and distribute Safety Rules and Instructions, Approved Work Practices, and provide the safety equipment and devices required by these Rules and Practices. The Safety Rules and Regulations established by the Company shall be strictly adhered to by both the employees and the Company, and the Company shall enforce these rules and regulations; and the employees will use the safety devices required to perform the work safely.

The Company recognizes the interest of the Union in the safety of its members and will give careful consideration to any recommendations made by it. The Company agrees to investigate any conditions which might affect the safety of employees.

**Section XXVI
MANAGEMENT RIGHTS**

26.1 Except as otherwise specifically limited in this Agreement, it is mutually understood and agreed that the Company has the right to exercise the regular and customary functions of Management, among which functions are the management of the property, the right to decide the methods and equipment to be used in the operation or maintenance of the property, and the direction of the employees, including the rights to hire, assign work, suspend, discharge, discipline, promote, demote, or transfer, and to release employees because of lack of work or for other proper reasons, subject, however, to the employee's or Union representative's privilege of submitting a grievance as provided for in this Agreement. This clause does not modify the Company's agreement for the transfer of employees without their consent.

26.2 WORK OF FOREMEN

Foremen and supervisors are not expected to perform work which can be done by the employees they supervise, when such employees are available. It is understood that there are occasions when foremen will do work normally performed by their employees, especially under emergency conditions, or for training purposes.

This paragraph shall not apply to supervisors of clerical employees at Springdale Power Station.

**Section XXVII
CONTRACT WORK**

27.1 The Company agrees to continue its policy of maintaining a basic operating and maintenance force of sufficient size to take care of the expected regular work of the Company. The objective of the Company

is to provide stable, long-term, and continuous employment for all regular operating and maintenance employees. The Company will employ no contractor to do work which is customarily and regularly done by the regular employees of the Company, without the approval of the Union, if the employment of the contractor will directly or indirectly result in the necessity for the layoff of regular employees who are willing, able, and qualified to perform the work being contracted. Subject to the above limitation, it is recognized that the Company must retain sole discretion to determine when and by whom contract work shall be done. It is recognized that the Company may need to contract with outside parties as has been its practice, especially where the Company's normal working force, the skills, training, and organization of its employees, its tools or equipment, are inadequate for performing the work in addition to normal duties in an efficient manner or within the time the work must be done.

This Section XXVII, Contract Work, does not apply to the work of the General Shop Mechanics of the Construction Services Division.

Section XXVIII AMENDMENTS

28.1 This Agreement shall remain unchanged during its term unless amended by mutual consent. No amendment shall become effective until signed by a majority of the Union-wide bargaining committee, including the President and Secretary-Treasurer, and by at least three members of the Company-wide bargaining committee.

Section XXIX SEPARABILITY

29.1 It is the intent of both parties to this Agreement that all sections of the Agreement be in accord with

the legal requirements of all government units. Therefore, it is agreed that any section of this Agreement which is subsequently found to be at variance with any applicable law, shall become inoperative for the balance of the term of this Agreement.

It is further agreed that should any section of this Agreement become inoperative in the manner noted above, the other sections and provisions of this Agreement which are not in conflict with the law, shall continue in full force and effect for the term of this Agreement.

Section XXX

NO STRIKE — NO LOCKOUT

30.1 There shall be no strike or lockout or any slowdown or refusal to carry out work assignments during the term of this Agreement or any renewal thereof, nor during any period of time while the parties are negotiating a change or renewal of the Agreement. All matters of dispute arising under this Agreement shall be settled by conference or by arbitration as herein provided.

It is further agreed that if any employees engage in any strike, slowdown, or refusal to carry out work assignments during the term of this Agreement, the Union and its officers will forthwith make a sincere, active effort to have work resumed at a normal rate, and it is understood that if the Union and its officers take such action there shall be no further liability upon the Union and its officers for such incidents. However, should such action on the part of the Union and its officers fail to end such a strike, slowdown, or work refusal, it is agreed that the Company shall have the unqualified right to discipline or discharge employees participating in or encouraging such violations; the Union shall, however, have the right of

recourse to the grievance and arbitration procedures herein provided, to the extent of establishing fact as to whether or not any individual employee has participated in or encouraged such violations.

**Section XXXI
WORK RULES**

31.1 LINES, INSTALLER, AND SERVICE UNIT

Employees assigned to pre-arranged weekend work shall be entitled to the minimum overtime allowance as provided in Subsection 13.9, Minimum Overtime Allowance, subject to the following conditions:

(a) In the interest of harmony and cooperation, Management should make every effort to advise employees of unusual working conditions as early as possible in advance, as well as any change in plans, which will affect the employees' working hours.

(b) If such employees are notified twelve hours in advance of the scheduled prearranged reporting time and not later than Midnight preceding the scheduled work, the callout shall be considered cancelled and no allowance will be paid.

(c) Failure to notify of cancellation before expiration of the time specified in this Subsection 31.1, Lines, Installer, and Service Unit, (b), shall entitle the employee concerned to receive the usual minimum overtime allowance with the following exceptions:

(d) It shall be the responsibility of a supervisor to make a reasonable effort to notify an employee of cancellation and, therefore, an employee who fails to provide means of notice by telephone or equally easy access, shall not be entitled to a minimum overtime allowance when overtime has been cancelled, as evidenced by the fact that other

employees similarly scheduled have been notified within the time required.

(e) In like manner, when an employee fails to receive notice of cancellation by reason of being unavailable or for failure to answer his/her telephone when his/her supervisor has made reasonable effort to contact him/her within the specified time, the employee forfeits his/her right to minimum overtime allowance.

31.2 When a senior qualified lineworker is assigned to act as Lead Lineworker temporarily and supervises the crew for three or more consecutive hours during the day, he/she shall be paid at the appropriate Lead Lineworker rate of pay for the *entire period of time during which he/she supervised the crew.*

When a senior qualified employee is assigned to act as a Substation Crew Leader on a temporary basis and supervises the crew and performs the usual duties of the assumed position for three or more consecutive hours during the day, he/she shall be paid at the appropriate rate of pay for the entire period of time during which he/she is performing the duties. It is understood that this provision only applies when a temporary vacancy exists in the incumbent position.

31.3 GLOVES

The Company will supply gloves to those employees whose work requires the handling of material or equipment requiring protection of the hands. Gloves will be replaced on an as needed basis; however, only gloves issued by or purchased through the Company can be turned in for replacement.

31.4 When crews have been re-arranged in order to permit filling of vacation vacancies during the vacation season, it is agreed that crews will not be changed for permanent moves until vacations are completed.

31.5 The following will apply when operating employees are training in positions above their basic job:

(a) Hours spent in such training will be credited as hours worked in the highest position for which they qualify below the job for which they are training.

(b) They will be paid the highest rate for which they qualify below the position for which they are training.

31.6 SUBSTATION UNIT

Substation Electricians A may be promoted to Crew Leaders in the crew in which they worked without advertising the job.

31.7 STORES UNIT

Transporting of stores material and large substation equipment between substations, to and from the general storeroom, and between the service center storerooms will be normally handled by stores truck drivers, unless the following conditions prevail:

- (a) Non-availability of stores equipment and drivers.
- (b) Economies involved when short distance hauling is necessary.
- (c) Company-owned equipment inadequate or unsuitable.
- (d) Emergency situations develop.

Section XXXII

DURATION

32.1 Subject to the reopeners provided for herein, this Agreement shall be in full force and effect

through April 30, 2006, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty days prior to date of expiration. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty days prior to May 1, 2006, or May 1 of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

In event no cancellation or termination of the contract is desired and only revisions or changes are requested and the parties are unable to reach agreement upon the changes proposed by either party, such changes may be submitted to arbitration by agreement of both parties in the same manner as provided in Section V, Arbitration, of this Agreement. If submitted to arbitration, the decision of the Arbitration Board shall be final and binding on both parties and this agreement shall be modified in accordance with the Arbitration Board's decision.

During negotiations for changes in this Agreement or during any arbitration proceedings, all sections of this Agreement shall remain in full force and effect, but shall be subject to such modifications as are finally decided by negotiation or arbitration.

This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

**Section XXXIII
GROUP LIFE INSURANCE**

33.1 The Group Life Insurance Plan in effect on the date of this Agreement will be continued through September 30, 1992 with an employee contribution of 17 cents per \$1,000 coverage. Effective October 1, 1992, the Group Life Insurance Plan will provide life and occupational death and dismemberment coverage equivalent to approximately one times annual rate of base pay at no employee contribution. Coverage after retirement will be equal to approximately one times annual rate of base pay up to a maximum of \$25,000.

Effective October 1, 1992, employees who were regular employees and at least 50 years of age before October 1, 1992 will be able to continue coverage under the provisions of the prior plan at a contribution rate applicable to all Company employees. The current contribution rate of 30 cents per \$1,000 coverage shall remain in effect through December 31, 1994.

All new employees, other than temporary, shall participate in the Plan as a condition of employment. In all questions of interpretation of the Plan, the insurance contract shall govern.

Regular employees currently not covered by the Plan may elect to enroll in the Plan upon completion of evidence of insurability subject to approval by the insurance company. In order to grandfather benefits under the prior Plan, any such employee aged 50 before October 1, 1992 will need to enroll prior to the effective date of October 1, 1992.

Effective October 1, 1992, all regular or probationary employees will be eligible to elect additional life

insurance coverage through a Group Universal Life Insurance Program (GUL) offered by CIGNA.

The Group Life Insurance Plan and GUL Program will remain in effect unless discontinued or modified insofar as all of the Company's employees are concerned.

33.2 Active Company employees represented by UWUA Local 102 will be included in the Company's Travel Accident Insurance Plan now in effect. They will continue participation for the length of this agreement unless the Plan is discontinued or modified insofar as all of the Company's employees are concerned.

Section XXXIV PENSION AGREEMENT

Effective July 1, 1989, the pension program provided by the Company shall be that described in the July 1, 1989 Allegheny Energy Retirement Plan document (the "Plan"), a copy of which has been provided to the Union. The Company agrees to continue the benefits described in the Plan through the term of this Agreement. The Company shall have the right to amend or modify the Plan, or any administrative policy or practice thereunder, during the term of this Agreement, so long as said amendments or modifications do not result in benefits that are less favorable for any of the employees covered by this Agreement. In addition, The Company shall at all times have the right to effect any amendment or modification in the Plan, or any administrative policy or practice thereunder, that may be required in order for the Plan to be deemed a "qualified plan" within the meaning of Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), or in order for the Plan to comply with applicable provisions of the Employee Retirement Income

Security Act of 1974, as amended ("ERISA") or other applicable law. The Company agrees to subsequently provide the Union with a copy of the Plan when favorable determination of its tax qualification is made by the United States Internal Revenue Service and if the Plan is again amended or modified, a copy of the amended or modified Plan will be provided to the Union.

In the event the Company adopts any defined benefit, tax-qualified pension plan for other Company personnel ("other plan") during the term of this Agreement with benefits more favorable than those provided under the Plan, the Company shall amend the Plan to conform to the more favorable benefits payable under the other plan.

Any claim by a participant in or beneficiary of the Plan for benefits alleged to be payable under the terms of the Plan shall be determined by the Plan administrator under the Plan's specified claims and appeals procedure, in accordance with such procedure and applicable provisions of ERISA; such claims shall not be subject to the procedures for adjustment of grievances set forth in Articles IV and V hereof.

This Plan is for the exclusive benefit of employees and no part of the contributions of the Company or the employees or the interest earned thereon may in any event be used for or diverted for any purposes other than for the exclusive use of employees, retired employees, or their joint annuitants or beneficiaries until all liabilities with respect to such persons under the Plan have been fully satisfied.

Section XXXV
LONG-TERM DISABILITY PLAN

The Long-Term Disability Plan described in a separate agreement between the parties and revised effective May 1, 1987, in accordance with the Long-Term Disability language agreed during the 1986 contract negotiations shall continue in effect until May 31, 1989.

Effective June 1, 1989, all members of Local 102, except those off due to illness or injury, who are regular or probationary employees and who have been employed for a minimum of six months are eligible to participate in the Company Long-Term Disability Plan. Employees off due to illness or injury on June 1, 1989, shall become eligible under the Plan upon their first full day of work. The Company agrees to continue such benefits for the term of this Agreement. The Company may, however, modify the Plan provided such modification does not result in a reduction of benefits for Local 102 members and all such modifications in the Plan apply to all Company employees.

The Company will offer to the Union membership a Long-Term Disability Plus Plan, effective July 1, 1995.

Section XXXVI
**ALLEGHENY ENERGY EMPLOYEE STOCK
OWNERSHIP AND SAVINGS PLAN**

Effective May 1, 1986, members of the bargaining unit will be included in this program.

Section XXXVII
REDUCTION BY ATTRITION PROCESS

The Company agrees to achieve the reductions announced March 12, 1996 (a total of 97 for UWUA, Local 102) through attrition. To help facilitate these

reductions, the Company will offer the following Early Retirement Program:

Eligibility: Any current West Penn Power Company employee represented by Local 102 who is or will be 55 and vested by December 31, 1997.

Election Window: September 1, 1996 through October 31, 1996.

Retirement Date: The Company will select retirement dates between February 1, 1997 and January 1, 1998.

Program: The reduction for early retirement (3% per year between 62 and 55) will be waived.

Retiree's and spouse's contribution towards hospitalization premiums will be frozen at the rate at the time of retirement until employee and spouse reach age 65 or begin receiving Medicare benefits.

Two additional provisions will be utilized to achieve the reductions as announced on March 12, 1996.

1. Attrition by Location:

When a vacancy occurs, the normal process of filling the vacancy as described, but not limited to, Section 10 of the General Labor Agreement will be followed. If this process is unsuccessful, qualified excess* employees living within a reasonable commute of the work location will be required to fill the vacancy.

Reasonable commute is defined as the greater of 30 minutes or the employee's current drive. Reasonable commute may be greater with the employee's consent.

2. The Company may move excess personnel (Division Operations, Engineering and Construction, and Power Stations units) into lower-rated jobs at 90% of their current rate or the new classification rate, whichever is higher, subject to any future wage adjustments. Affected employees will remain classified at their excess classification.

(Example: Substation Electrician A moved to Meter Reader A will remain classified as Substation Electrician A.) Upon first opening in previous classification, excess employees, by seniority, will be restored to their previous classification, without the necessity of bidding unless they accept a bid into another classification. No excess personnel movement will take place before February 1, 1997. Management will earnestly attempt to expedite the retraining and progression process so as to restore the affected employees to their previous level of compensation. This process will be based on the *abilities of the employee and availability of the required training.*

If an excess employee bids into an opening, the employee will be classified at the new position and retain 90% of their previous excess classification rate as noted above.

*Excess: Is defined as employees who exceed the *recommended staffing levels by position as shown in Attachment A.* Attachment A is to be used to define excess employees only and is not to be construed as a guarantee of employment or staffing levels (except as referenced in operating unit resource sharing).

Section XXXVIII UNANTICIPATED LAYOFFS

The Company does not anticipate a layoff during the term of this agreement. In the event of an

unanticipated layoff, the Company and the Union will meet with the intention of working together to minimize the need for such a layoff.

If an unanticipated layoff occurs, an early retirement program with benefits equal to those then offered to non-bargaining unit physical employees and/or the program as noted in the Reduction by Attrition Process, will be offered to employees in the affected area. Company will offer by locations a proposed agreed upon Early Retirement Program. After determining effects of offer, the Company will retain the right to withdraw the proposed offer of the agreed upon Early Retirement Program to those employees whose position would result in a vacancy for which there are no current qualified Allegheny employees represented by UWUA Local 102 at that location. With respect to the Early Retirement Program, the company reserves the right to establish the applicable eligibility date, the election window period, and the retirement dates that will be applicable to any early retirements relating to future layoffs. If the desired levels are not met through this offer, then the excess employees may exercise their bumping rights per the General Labor Agreement.

Employees who have exhausted their bumping rights will be seriously considered for openings in the Apprentice Lineworker position, provided they meet the minimum qualifications. If upon completion of the above two programs the desired staffing levels are not met, then the Company will lay off affected employees and offer a forced separation program with benefits equal to those then offered to non-bargaining unit physical employees or if none exist, the parties will negotiate a forced separation program. The period of negotiations is not to exceed seven days in session. It is further understood that Section XXIV (Separation Allowance) will be

applicable if another separation program is not agreed to. Those employees will retain recall rights as set forth in the General Labor Agreement.

**Section XXXIX
RESOURCE SHARING
OPERATING UNIT**

1. The following provisions in the area of Resource Sharing are applicable to Customer Operations and Engineering and Construction. These provisions are not applicable to Power Stations.

2. Resource Sharing will enable Allegheny Power to gain the maximum utilization of bargaining unit employees in the Allegheny Power System service territory irrespective of their work location or bargaining affiliation, subject to the limitations set forth in paragraphs below. It is the intent of Allegheny Power to reduce the use of contractors through Resource Sharing.

3. By agreeing to the concept and methodology of this section, the parties do not intend to alter, in any way, the provisions of Section 27.1.

4. The Company guarantees there will be no reduction of current regular and probationary members or position of Local 102 in the Division Operations and Engineering and Construction Departments through April 30, 1999 as a result of Resource Sharing. This level of membership and positions does not include the reductions announced March 12, 1996. This guarantee shall not be applicable in the case of a catastrophic event. A catastrophic event, for the purposes of this Article, shall be considered an event causing a severe impact upon the Company's ability to serve its customers, such as an explosion or flood that would render a work location inoperable.

5. Resource Sharing will be viewed as a temporary assignment. When non 102 personnel do traditional 102 work, it will not become their work, and nontraditional 102 work will not become 102 work.

6. Resource Sharing does not alter current out of town or storm trouble practices.

7. Order of Preference

7(a). If Resource Sharing is utilized, the following order of preference for lines and substation maintenance work in the Allegheny Power System Service Territory will be as follows (qualified personnel only):

- 1) Local employees
- 2) Contiguous location
 - a) 102 members
 - b) qualified laid-off employee in contiguous location
 - c) other bargaining unit
- 3) Non-contiguous
 - a) 102 members
 - b) other bargaining unit
 - c) non-union
- 4) Contractor (Note: If contractors are utilized, the Company will be subject to the provisions of Section 27.1 of the General Labor Agreement.)

7(b). Order of preference for day-to-day work performed in Operations Services (formerly Engineering and Construction, Substations, etc.) will be geography and work load, in return for that flexibility, the Company agrees not to develop a pattern of economic harm to employees as a result of resource sharing. Includes:

- 1) Substation Construction.
- 2) Major Garage Work.

- 3) Control Technicians.
- 4) Stores and Truck Deliveries.
- 5) Transformer Work.
- 6) Meter Technicians.
- 7) Meter Testing.
- 8) Protective Equipment Testing.

8. Resource Sharing crews will be assigned hours not to exceed those of like (qualified) personnel, excluding substation construction work, of the home location (on a weekly basis). Does not include travel or emergency time.

9. Voluntary (forced least senior qualified with 13.10)

10. Scheduling by crew (voluntary):

1) less than 25 miles: 5 x 8 or either of the 4 x 10 (M or T start) schedules determined by consensus of the team.

2) 25-60 miles: (5 x 8 or 4 x 10 begin M or T) -- the crew will have the option by consensus to stay overnight. If so, the schedule reverts to 4 x 10 (begin M or T).

3) greater than 60 miles: 4 x 10 (begin M or T) -- crew to stay overnight.

11. When overnight is utilized:

- a) Rotating list by seniority.
- b) Intention is to give two weeks prior notice if possible.
- c) \$35 expense for breakfast, dinner, and incidentals. Lunch is provided with time.
- d) Overtime is added to time sheet (the round trip difference between motel and job site as appropriate rounded up to the next 15

minute interval). It is understood that a 15 minute minimum will exist.

**Section XL
RESOURCE SHARING
POWER STATIONS**

At times the Company may have a need to ask power station employees to work at another location within the region. This concept of Resource Sharing established the basis by which the employee will report directly to the required work location. Various elements of this concept are listed below. The intent of Resource Sharing is to reduce costs and reduce the need for contracting out work.

1. The following provisions on the use and procedures which shall be followed in the area of Resource Sharing are applicable to power stations:
 - (a) Resource sharing crews will be assigned hours not to exceed those of the personnel of the home station. Does not include travel time.
 - (b) Will be voluntary.
 - (c) If too many volunteers, then selections will be on a seniority rotating basis.
2. Job site reporting compensation for travel time/paid mileage will be:
 - (a) The Company will pay the IRS standard for the difference in increased travel distance from the employee's normal reporting location, but not to exceed the distance between the two stations (applies to each direction).
 - (b) The Company will pay wages for the additional time of driving (applies to each direction) the difference between

the employee's normal driving time and the driving time to the job site. This will be established on a 15 minute interval (*rounded forward to the nearest 15 minutes*), per round trip. Under no circumstances will an employee be eligible for duplication of wages.

- (c) Travel distance and time will be established by the employee (first time) and mutually agreed upon by management.

3. Company will establish two lists (1 mechanical and 1 electrical). Company's intent and effort will be to equalize opportunities between the lists.
4. If used for less than one day, the limits listed above will be lifted, but paid in the same manner as 2 (a) and (b).
5. Travel time will not be included in meal eligibility calculation (except for travel between Power Stations when required).

Section XLI POWER STATIONS CROSS TRAINING

The Company proposes to establish the team concept in the power stations. Cross training is an important element in this concept.

All members of Local 102 currently employed by West Penn Power at power station locations on May 1, 1996 shall be considered grandfathered, relative to required cross training, in their current job progression and cross training shall be on a voluntary basis only.

For new employees hired after May 1, 1996, cross training shall be considered a requirement of all job descriptions on the Production and Bulk Material Handling Teams.

Acceptance of a bid into another classification on the Production or the Bulk Material Handling Teams after May 1, 1996 voids employees' grandfathered status, and cross training shall be required. Section 9.13 of the General Labor Agreement applies and employee who returns to a former position within the six-month period does not forfeit the grandfather status.

Open Progression will be offered to grandfathered employees who volunteer and successfully cross train.

Progression Definitions

Open Progression - Progressing to allowed level based on qualifications. No vacancy is required.

Natural Progression - Progressing only when a regular vacancy exists.

The existing units will not change. Below is an example of how the existing units will be assigned to teams:

Production Team -
Shift Maintenance
Operations Unit

Equipment Service Team -
Maintenance (1)
Maintenance (2)
(Hatfield only)
Reserve Operator/Labor Unit
Results/Chemical Unit

Stores/Clerical Unit

Bulk Material Handling -
Coal and Ash Unit
(Armstrong and Hatfield)
Coal, Lime, and Ash Unit
(Mitchell)

New Operator/Technician (Op/Tech) position titles will be established and shall be related to the existing job positions as stated below unless otherwise agreed.

Op/Tech - Jobs for each station (See Attachment F).

Op/Tech Operators will cross train to the "C max" level in maintenance.

Op/Tech Maintenance employees on the production team will cross train to the first position of Op/ Tech Operations. These positions will be "B" Attendant (Armstrong), "C" Attendant (Hatfield), Chief Operator (Lake Lynn), and Fixation Equipment Operator (Mitchell). At Armstrong, if the shift reserve operator (Op/Tech II) position exists in the future, it will be the entry level position and will be bid.

The following cross training is proposed for the Bulk Material Team:

Op/Tech Coal Handling will cross train in Maintenance to the "C max" level. Any other cross training would be subject to management needs and approval. It would also be voluntary on the part of the employees and offered on a seniority basis. After May 1, 1996, any new hire or current employee entering into the Coal and Ash Unit will have open progression which is limited to the Op/Tech III position.



Op/Tech Operators

All operators may progress to the Op/Tech IV position by open progression provided that they cross train to "C max" Maintenance.

The following are entry level positions that are bid:

Armstrong Op/Tech III Operator "B" (If an SRO position (Op/Tech II) exists, it will be the entry level position that is bid)

Hatfield Op/Tech II Operator "Shift Reserve Operator"

Lake Lynn Op/Tech Chief Operator

Mitchell Op/Tech II Operator "Shift Reserve Operator"

Employees who are in the Op/Tech Operator progression series must progress to the Op/Tech Operator IV max level and qualify in the Op/Tech V Operator position before they can cross train for a second skill.

Employee must demonstrate cross train skills by satisfactorily performing the duties of that position to retain cross training rate. Cross training rate will not be taken away if no opportunities are offered.

Failure to demonstrate skill will result in a retraining program. Employee will only have one chance for retraining. Failure to prove skill knowledge (Pass Review Board) will result in a grandfathered employee forfeiting his/her cross training rate and position rate if attained through open progression. Employees not covered by grandfather status will not be eligible for the position.

Op/Tech Coal/Lime/Ash Handling

All Op/Tech Coal Handlers may progress to Op/Tech Level III Coal Handling by open progression provided that they cross train to "C max" maintenance.

At Armstrong, HEO regular vacancies will be filled by the senior qualified person in the unit. This employee will not have to be an Op/Tech III as long as they are senior qualified.

In coal handling, Op/Tech Level II is the normal entry level and is bid.

An employee must progress to Op/Tech Coal Handling Level III and qualify for the Op/Tech IV position before they will be considered for cross training to a second *additional* skill.

Op/Tech Coal Handling employees must maintain and demonstrate skills in the same manner as described for Op/Tech Operators.

Op/Tech Maintenance (Production Team)

If a junior person is forced to fill the position, he/ she will not be required to cross train but has the option to cross train.

Op/Tech maintenance employees must maintain and demonstrate skills in the same manner as described for Op/Tech Operators.

Equipment Service Team

Cross training for Equipment Service Teams will be based on management's needs and approval. It will be voluntary on the employee's part.

If a need for cross training is declared, employee seniority will be used for selection.

On the Equipment Service Team, only Op/Tech Maintenance employees will be considered for cross training at this time.

On the Equipment Service Team, all Op/Tech Maintenance employees will be offered one cross training level before other Op/Tech Maintenance employees are trained for a second level.

IN WITNESS WHEREOF, the members of the Company and the Union negotiating committees have affixed their signatures the day and year first set forth above.

For ALLEGHENY ENERGY SERVICE CORPORATION:

/S/ J. D. Bowser
/S/ A. J. Chmiel
/S/ T. W. Faulk
/S/ R. N. Kemerer
/S/ M. D. McDowell
/S/ J. F. Meier
/S/ M. G. Phillips
/S/ R. A. Summers
/S/ D. J. West

For UTILITY WORKERS UNION OF AMERICA, AFL-CIO, SYSTEM LOCAL 102:

/S/ A. B. Bundick
/S/ C. B. Cook
/S/ D. Corob, Jr.
/S/ H. A. Fabean
/S/ R. J. Lavelly
/S/ C. L. Maurer
/S/ T. M. Medice
/S/ J. B. Moser
/S/ A. H. Wilson
/S/ W. J. Sterner

President, Local 102, AFL-CIO

MEMO OF AGREEMENT

During the 1996 contract negotiations, the parties agreed to Pilot Programs entitled Ready Response Program, Operating Unit-Work Schedules, Job Site Reporting, Power Stations Work Schedules, Grievance Procedure and 360 Degree Performance Review.

Details of these Pilot Programs can be found in the Agreement between the parties dated July 15, 1996. It should be noted that any conflicts with the language of the contract will be superseded by the language of the Pilots for their duration. Should any/all Pilots succeed, both parties agree to amend the necessary contract language.

STIPULATIONS

Disciplinary records over two years old will not be used against an employee, providing such employee has no further infractions or reprimands during that period.

Such records may, however, be used during discussion of grievances, arbitration hearings, and hearings before other agencies as evidence of how similar disciplinary action was handled in prior cases.

POWER STATION DEPARTMENT

Employees in the Maintenance Unit in all power stations will progress through the classification series based on qualifications as determined by Management and the proper time schedule. Job descriptions covering affected positions will be revised to provide for this progression.

* * *

The Company will stipulate that should the existing Milesburg Power Station be reactivated and operated as a West Penn Power power station, the employees located at that site will be represented by Local 102, UWUA, AFL-CIO, as defined in Subsection 1.5 of this Agreement.

* * *

Safety Timeout Process

Purpose

The purpose of this process is to provide a method which has been mutually agreed to by both Allegheny Energy Supply and Utility Workers Union of America Local 102 representatives to satisfactorily resolve employees safety concerns during the performance of work activities in power stations. This process does not supersede the use of the four-step job procedure, including the job location conference.

Process

1. When an employee during the execution of a work assignment has good reason to believe that performance of the work as initially directed will result in an unsafe condition and this condition is beyond that which can be corrected by using OSHA approved control method available to him, i.e., personal protective equipment, etc., the employee has the right to declare a safety timeout. This declaration of a safety timeout will apply to the specific concern as identified by the employee.
2. Once an employee has declared a safety timeout, the following steps shall be taken:

- a. The employee shall inform the responsible member of supervision to which he/she is reporting what his specific safety concern is. The employee and the supervisor shall attempt to resolve this issue to the employee's satisfaction that the specific safety concern has been alleviated. If a member of the joint safety committee is available on site or someone else is on site with knowledge of the situation, they can become involved in the process at the request of either the employee or a member of supervision. In the event that the issue cannot be dealt with to the employee's or supervisor's satisfaction the process should proceed to the next step.
- b. The supervisor shall notify a member of the next level of management that a safety timeout has been declared and the details of the specific safety concern of the employee. This representative of management shall attempt to resolve the concerns of the employee. If necessary, appropriate members of the joint safety committee, union representatives, etc., shall be requested to become involved to achieve a resolution which is acceptable to all parties.
- c. In the event no satisfactory resolution can be achieved and the management of the station deems the employees safety concerns are unwarranted and performance of the assigned work

activity is critical in nature, the work may be performed by others. At this time, involvement of a union representative shall be mandatory and any resultant disputes will be handled utilizing the General Labor Agreement between Allegheny Energy Supply and the Utility Workers Union of America Local 102.

- d. In order to resolve the dispute the parties may conduct a safety process review of the result, which will be recorded and examined by the joint safety committee. The joint safety committee will agree on a safe procedure to accomplish the task and communicate to employees for future use. Either party may contact the appropriate safety professional for review and assistance.
3. It is the expectation of both parties that this process will not be abused and that declaration of a timeout will occur for legitimate safety concerns. In that case no disciplinary action will be taken against any employee involved in the safety timeout process.

Lake Lynn Power Station Discussions

7/31/00

LAKE LYNN POWER STATION DISCUSSIONS

As a result of discussions held June 28, 2000, at the Lake Lynn Power Station, the Company and the Utility Workers Union of America, System Local 102, agree to the following provisions applicable at the Lake Lynn Power Station only.

Two positions, Optech M/II (Mech) Max will be posted and bid at Lake Lynn Power Station. Hourly rate as of May 1, 2000 for top Optech M/II (Mech) Max is 18.04.

Included on the bid, posting will be the requirement for the successful bidders to fill operating vacancies as required. Should the successful bidders be Terry Dowling and Mike Rigger, the Company agrees to credit the employees with the qualifications earned through these employees years of assisting in maintenance classifications at Lake Lynn Power Station and hourly rate of Optech M/II (Mech) 18.04 will be awarded to Dowling and Rigger after Training Review Board approval. Grievance #97-41 would be satisfied and withdrawn. All accumulated operations hours will be retained. The successful bidders would then be permitted to openly progress and train through the entire Optech M/III and M/IV job classifications. Training and qualifications to be determined by management.

Future job vacancies will be advertised and filled in accordance with provisions of the General Labor Agreement. Bid posting to contain "fill operating vacancies as required" language. New hires would have to train and qualify as Reserve Operator Optech/LR I with "fill operating vacancies as required" as part of the job duties.

For the Company

T. Seigman
James [unclear]
Robert A. [unclear]
[unclear]

For the Union

William D. [unclear]
Robert J. [unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]

SIDE LETTERS

With respect to the language of the tentative agreement reached between West Penn Power and UWUA Local 102 on May 28, 1996 that is now incorporated in the General Labor Agreement dated May 1, 1996 expiring April 30, 1999, each party reserves its right to its interpretation of said document in the event a dispute arises during the contract period noted above.

The parties recognize that there are other side agreements not specifically listed that will continue in full force and effect. Only the side agreements that are negotiated out, or designated specifically as not agreed to, shall be considered null and void.

GRIEVANCE SETTLEMENT TRAILER TRUCK DRIVER

Truck routes, including Panhandle, Gassaway, and Elkins normally and routinely done by Trailer Truck Drivers represented by Local 102, UWUA, on May 14, 1996, will not be reduced unless some unforeseen circumstances (such as the closing of a facility) *make it impractical to continue deliveries*. In addition, Local 102 drivers will resume deliveries to St. Mary's Service Center and begin deliveries to Oakland, Maryland, as soon as practical.

Deliveries of an emergency or unusual nature from other operating areas may be made to and from Connellsville, and are not intended to alter the day to day operations or change the provisions of this agreement.

As a result of this Agreement, the Union will withdraw Grievances 95-43, 95-59, and the grievance filed on

May 8, 1996, and this issue will be considered settled. The parties reserve all rights.

CUSTOMER OPERATIONS DEPARTMENT

Substation Unit

New position created entitled Substation Crew Leader - Construction at a minimum rate of \$21.26 and a maximum rate of \$21.80 effective April 30, 1996 (Attachment DD). No current substation electricians will be forced to fill a vacancy in this position. This position will not have a residency requirement.

The job title and any reference to the Substation Crew Leader position will be changed to Substation Crew Leader - Maintenance.

ENGINEERING AND CONSTRUCTION DEPARTMENT

General Shop Mechanics at Connellsville will progress to the General Shop Mechanic A maximum level based on qualifications as determined by Management and the proper time schedule. Job descriptions covering affected positions will be revised to provide for this progression.

* * *

The following provision will apply to any outstanding grievances:

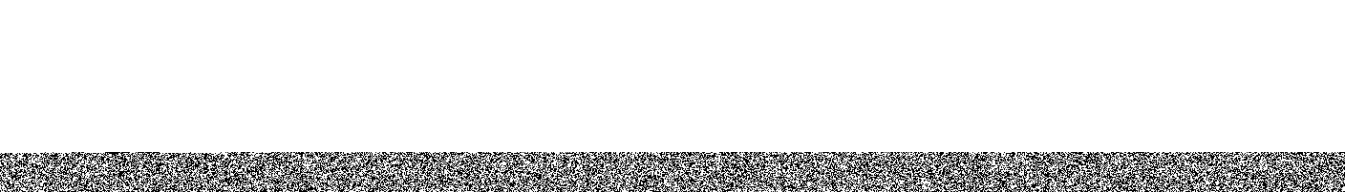
Letter of Agreement

Allow the transfer and succession of all pending grievance matters from the previous contract term to the new contract term. This agreement is without prejudice to these pending matters and the parties reserve all rights specified in the agreement for resolving the matters.

* * *

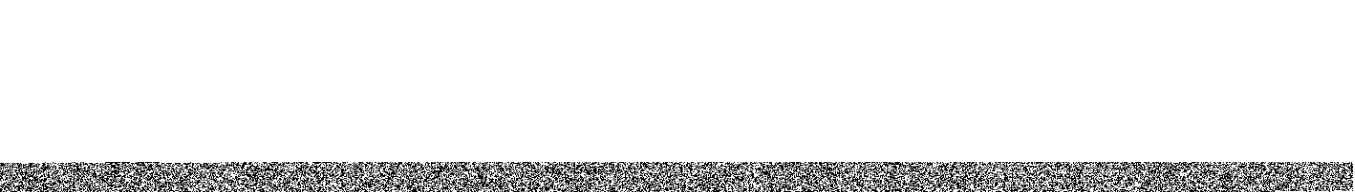
For the Customer Operations and Engineering and Construction Departments, pay for the cost of progressive lenses in safety eyeglasses as provided under the Safety Eyeglass Program. In addition, the Company will pay the cost of tinted lenses for those employees who predominantly work outdoors.

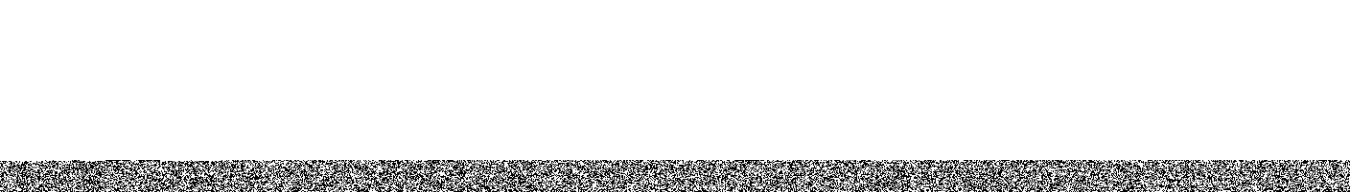
WAGE STANDARDS

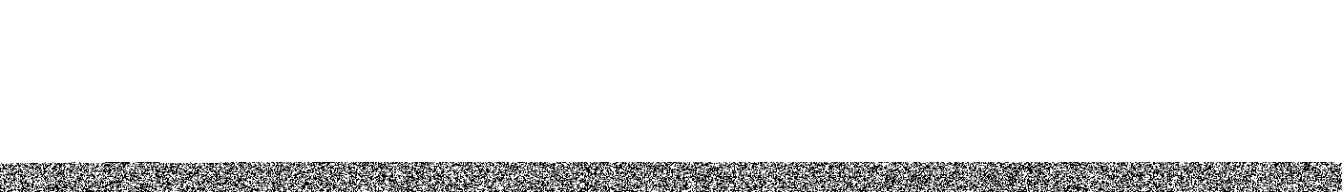




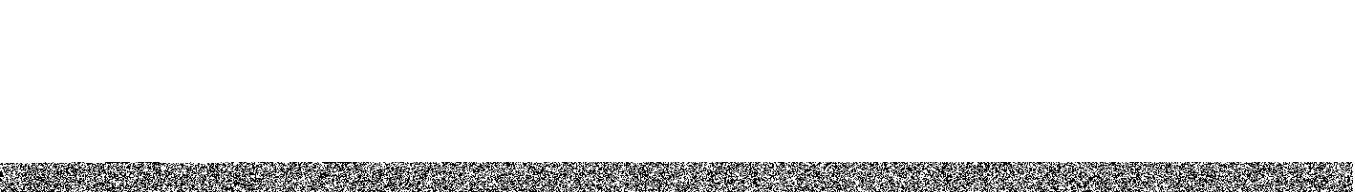






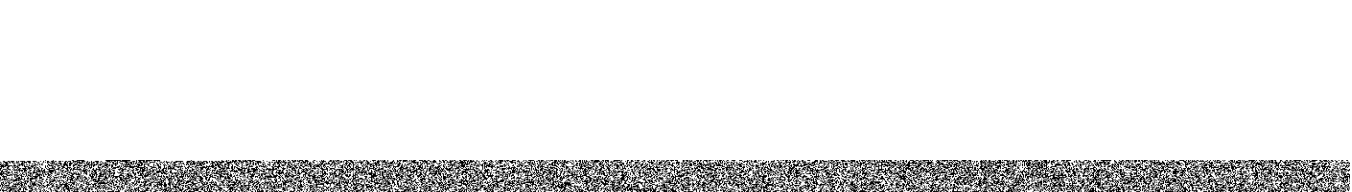


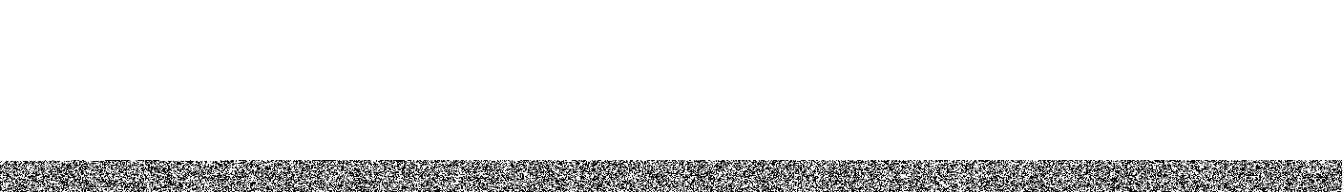


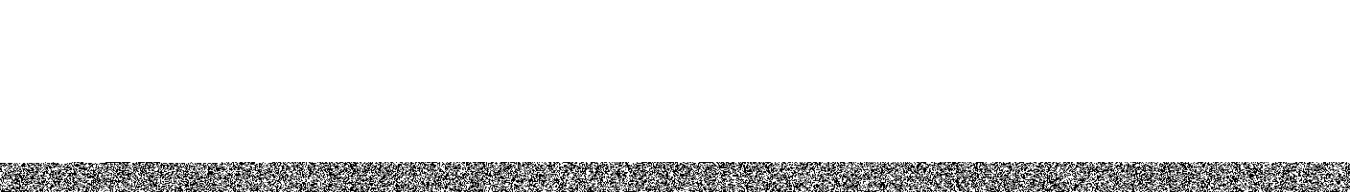




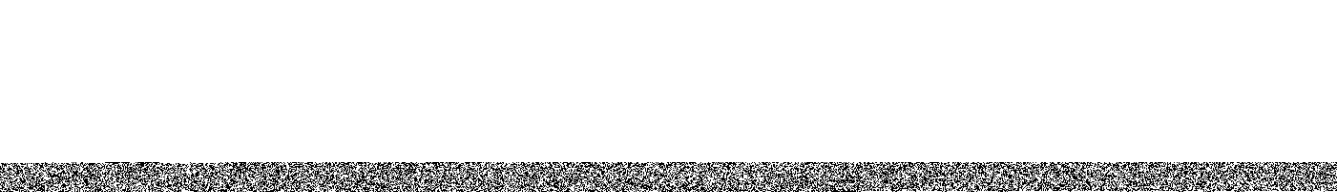
Position Title		Wage Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
METER READING UNIT		Progression	12/01/01	05/01/02	05/01/03	05/01/04	05/01/05
Meter Reader B		Minimum	\$12.64	\$13.02	\$13.41	\$13.78	\$14.16
	1st Step	6 months	\$13.59	\$14.00	\$14.42	\$14.82	\$15.23
	2nd Step	12 months	\$14.65	\$15.09	\$15.54	\$15.97	\$16.41
	Maximum	18 months	\$15.76	\$16.23	\$16.72	\$17.18	\$17.65
Meter Reader A		Minimum	\$17.21	\$17.73	\$18.26	\$18.76	\$19.28
	1st Step	36 months	\$18.14	\$18.68	\$19.24	\$19.77	\$20.31
	Maximum	48 months	\$19.10	\$19.67	\$20.26	\$20.82	\$21.39

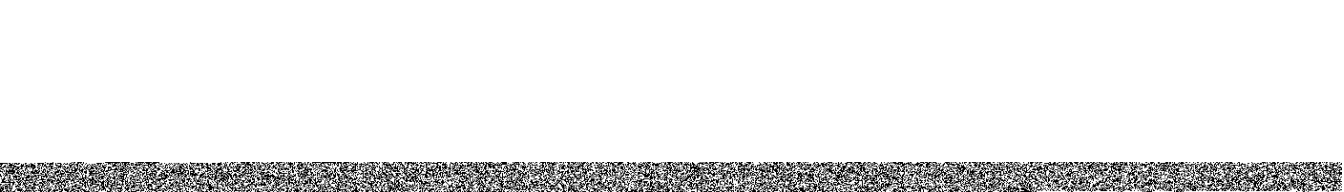


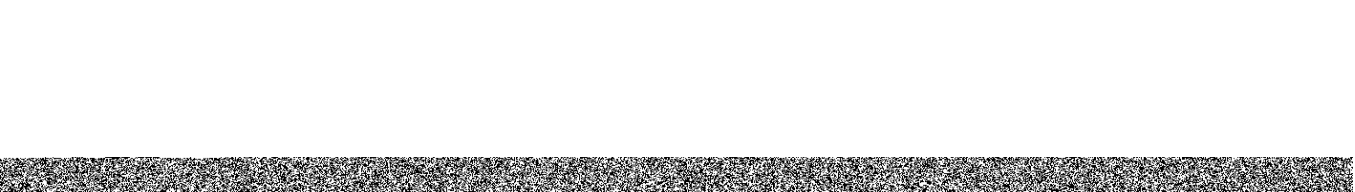






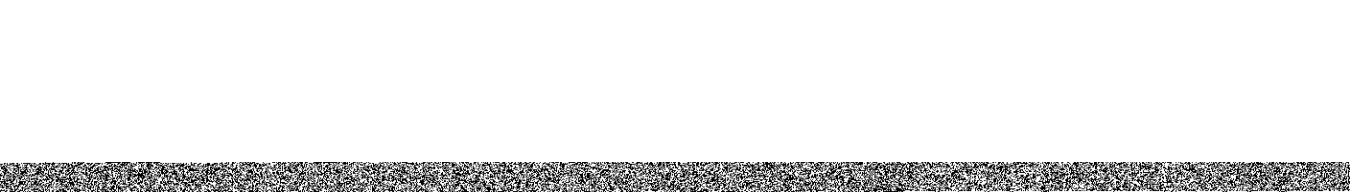


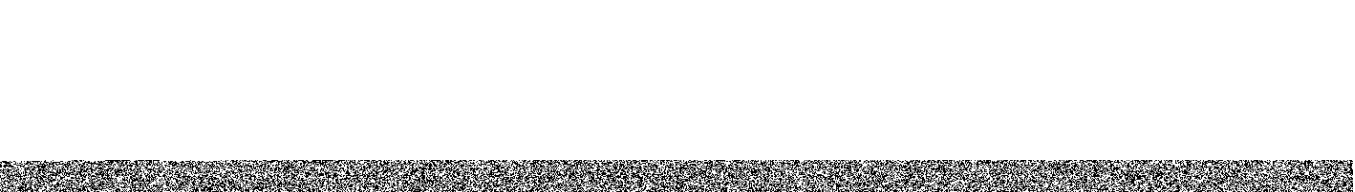




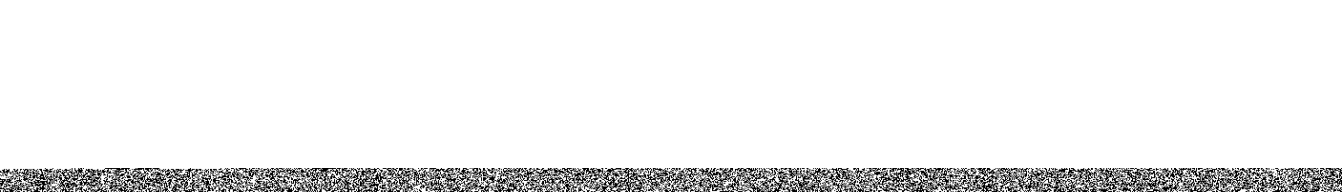
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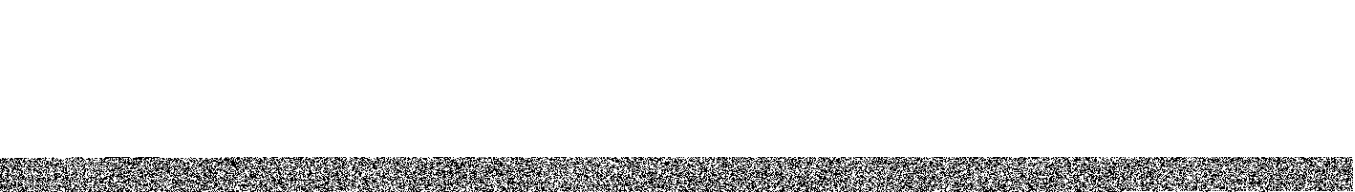
Position Title	Wage Rate Progression		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
			12/01/01	05/01/02	05/01/03	05/01/04	05/01/05
Substation Electrician C	Minimum	24 months	\$17.21	\$17.73	\$18.26	\$18.76	\$19.28
	1st Step	30 months	\$17.71	\$18.24	\$18.79	\$19.31	\$19.84
	Maximum	36 months	\$18.42	\$18.97	\$19.54	\$20.08	\$20.63
Substation Electrician B	Minimum	42 months	\$19.47	\$20.05	\$20.65	\$21.22	\$21.80
	1st Step	48 months	\$20.01	\$20.61	\$21.23	\$21.81	\$22.41
	Maximum	54 months	\$20.70	\$21.32	\$21.96	\$22.56	\$23.18
Substation Electrician A	Minimum	60 months	\$21.75	\$22.40	\$23.07	\$23.70	\$24.35
	1st Step	66 months	\$22.68	\$23.36	\$24.06	\$24.72	\$25.40
	Maximum	72 months	\$23.50	\$24.21	\$24.94	\$25.63	\$26.33

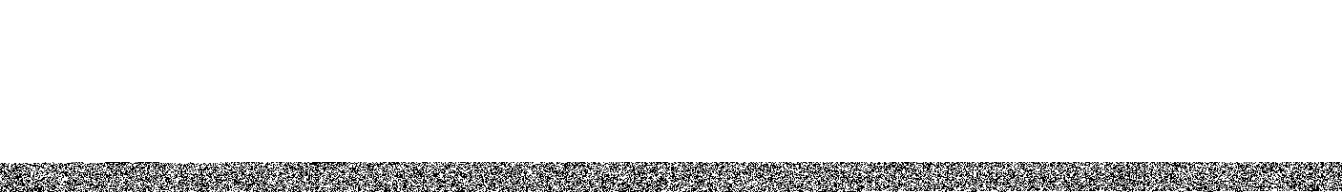




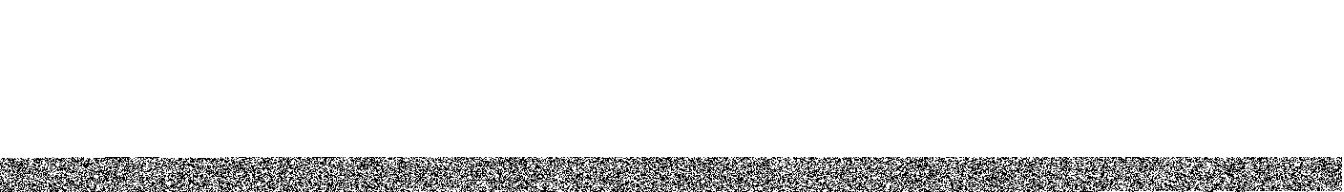


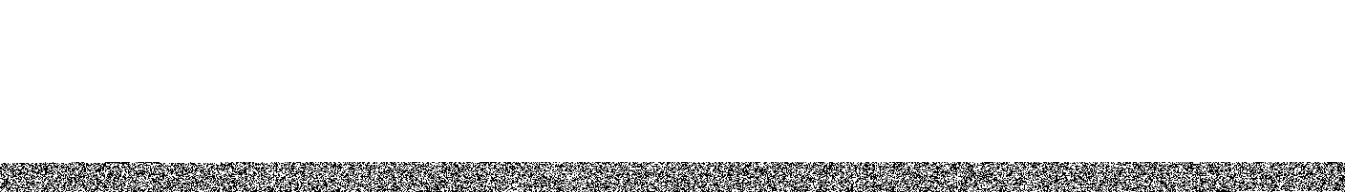






Position Title	Wage Rate Progression		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
			12/01/01	05/01/02	05/01/03	05/01/04	05/01/05
Transformer Repairman B	Minimum	24 months	\$16.94	\$17.45	\$17.97	\$18.46	\$18.97
	1st Step	36 months	\$17.54	\$18.07	\$18.61	\$19.12	\$19.65
	2nd Step	48 months	\$18.14	\$18.68	\$19.24	\$19.77	\$20.31
	Maximum	60 months	\$19.10	\$19.67	\$20.26	\$20.82	\$21.39
Transformer Repairman A	Minimum		\$19.82	\$20.41	\$21.02	\$21.60	\$22.19
	1st Step	12 months	\$20.38	\$20.99	\$21.62	\$22.21	\$22.82
	2nd Step	24 months	\$21.29	\$21.93	\$22.59	\$23.21	\$23.85
	Maximum	36 months	\$22.04	\$22.70	\$23.38	\$24.02	\$24.68



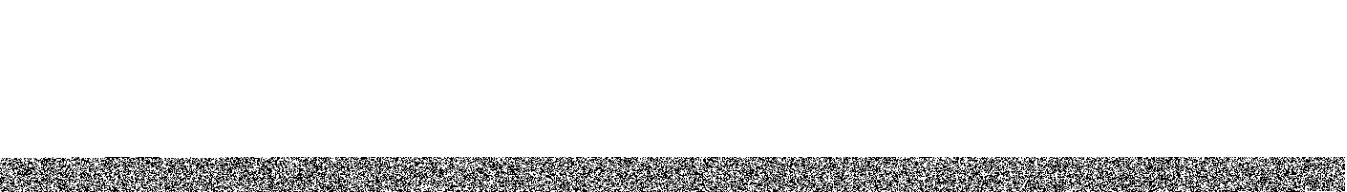


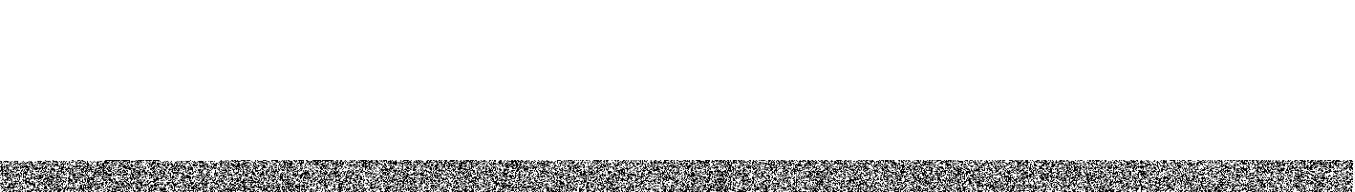
TECHNICAL SERVICES CLASSIFICATIONS

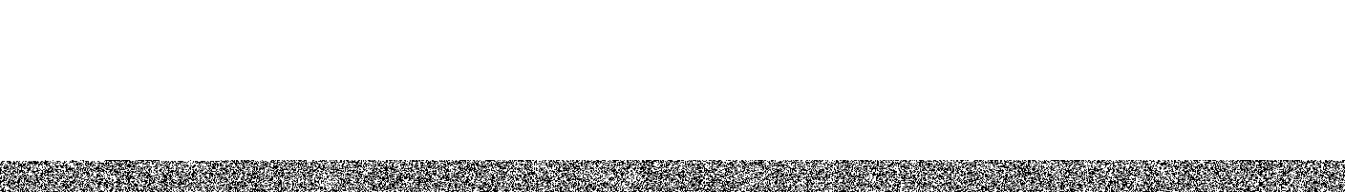
Position Title	Wage Rate		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
	Progression		12/01/01	05/01/02	05/01/03	05/01/04	05/01/05
<i>Electronics Repairman C</i>	<i>Minimum</i>		\$17.21	\$17.73	\$18.26	\$18.76	\$19.28
	1st Step	6 months	\$17.71	\$18.24	\$18.79	\$19.31	\$19.84
	Maximum	12 months	\$18.42	\$18.97	\$19.54	\$20.08	\$20.63
<i>Electronics Repairman B</i>	<i>Minimum</i>	18 months	\$19.47	\$20.05	\$20.65	\$21.22	\$21.80
	1st Step	30 months	\$20.01	\$20.61	\$21.23	\$21.81	\$22.41
	Maximum	42 months	\$20.70	\$21.32	\$21.96	\$22.56	\$23.18

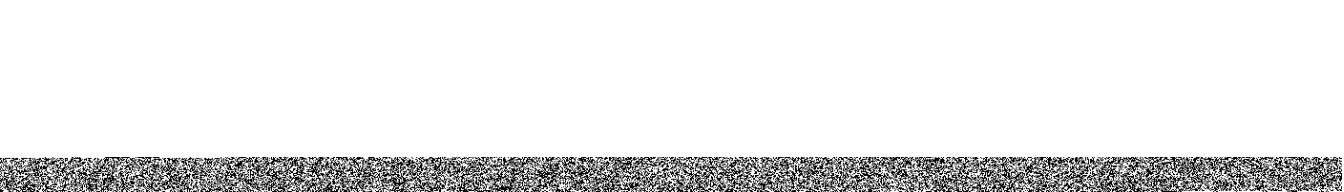


Position Title	Wage Rate Progression		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
			12/01/01	05/01/02	05/01/03	05/01/04	05/01/05
STORES UNIT Material Handler B	Minimum		\$12.64	\$13.02	\$13.41	\$13.78	\$14.16
	1st Step	6 months	\$13.59	\$14.00	\$14.42	\$14.82	\$15.23
	2nd Step	12 months	\$14.65	\$15.09	\$15.54	\$15.97	\$16.41
	Maximum	18 months	\$15.76	\$16.23	\$16.72	\$17.18	\$17.65
Material Handler A	Minimum	24 months	\$16.94	\$17.45	\$17.97	\$18.46	\$18.97
	1st Step	36 months	\$17.54	\$18.07	\$18.61	\$19.12	\$19.65
	Maximum	48 months	\$18.42	\$18.97	\$19.54	\$20.08	\$20.63

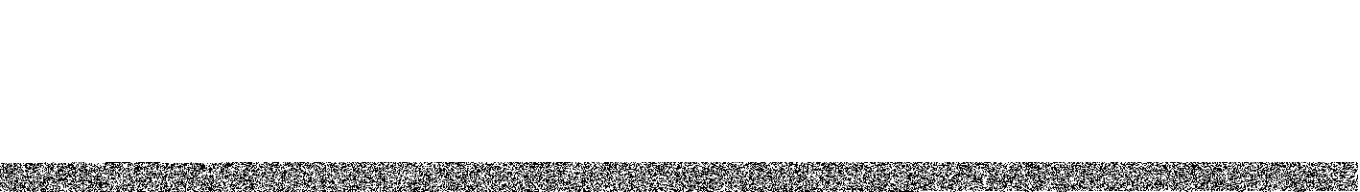


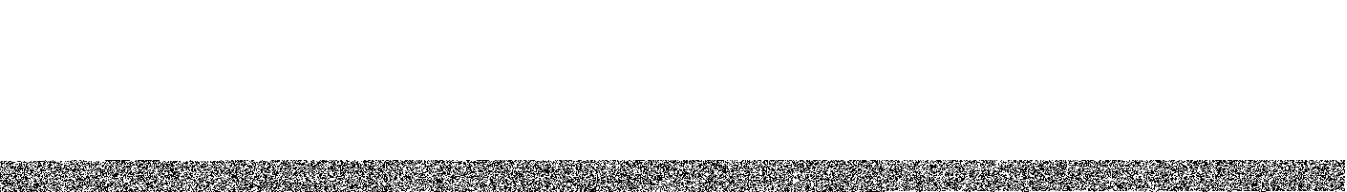






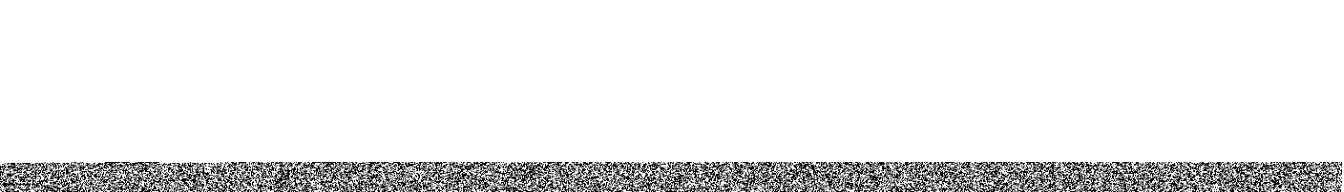


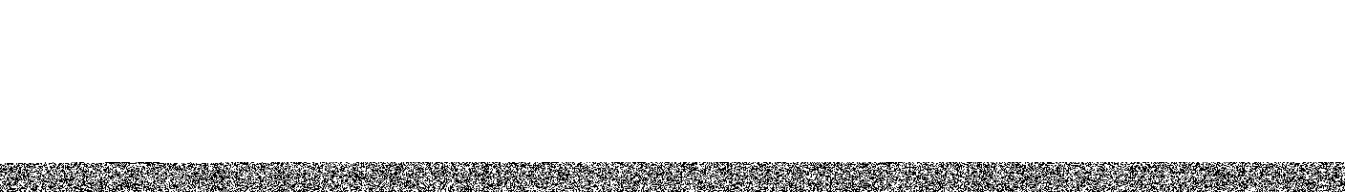








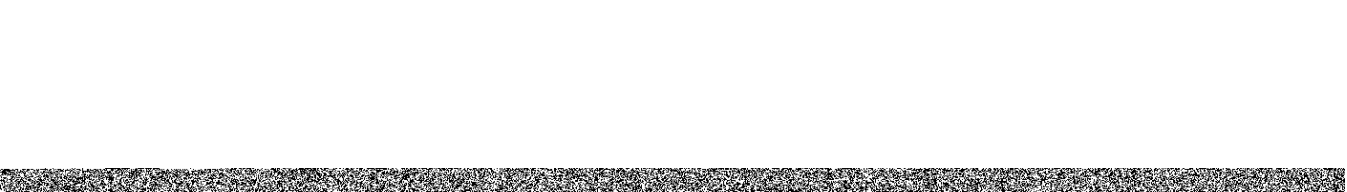


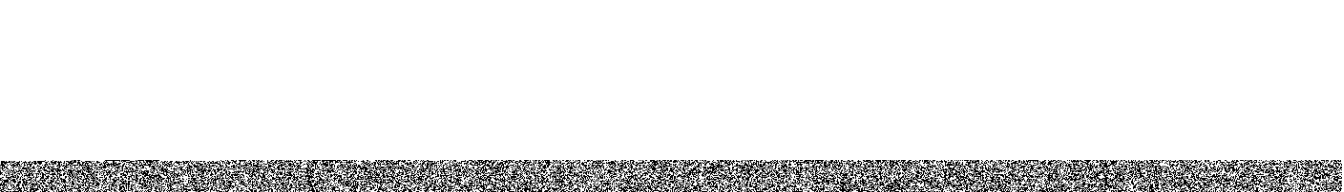


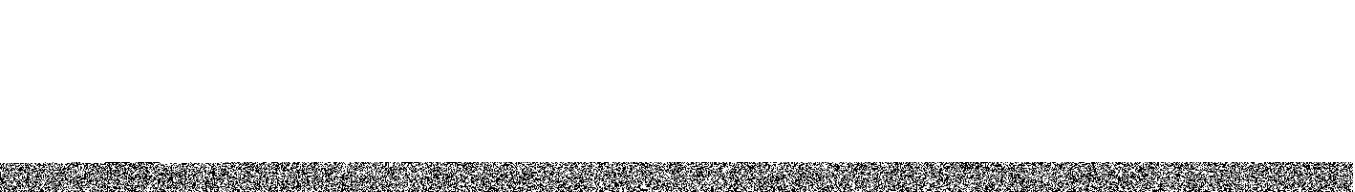


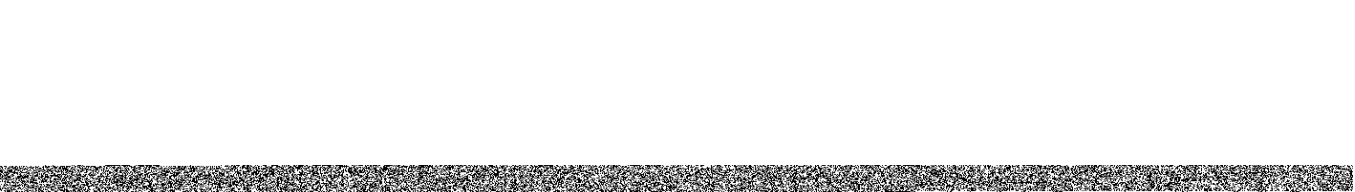


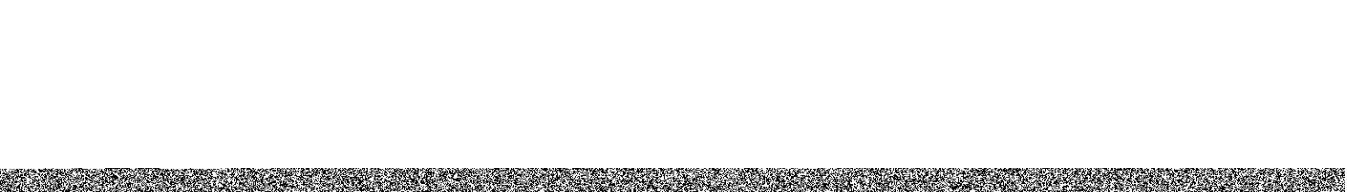


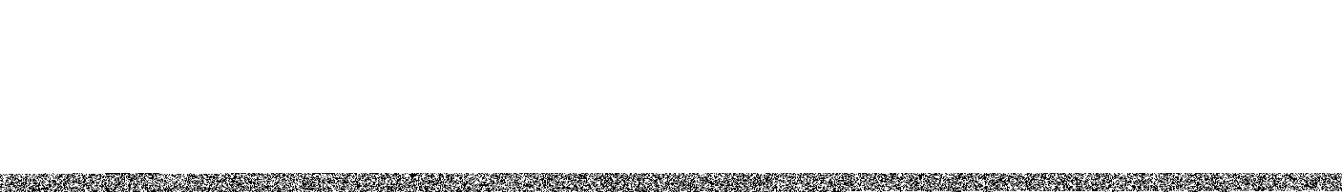


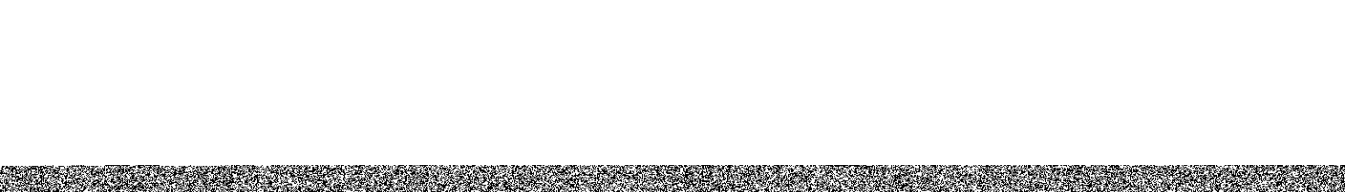


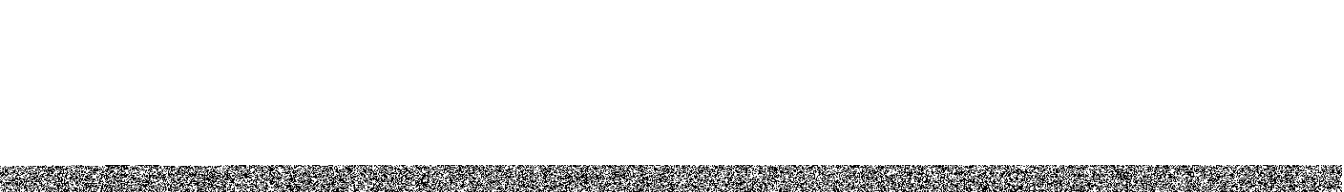


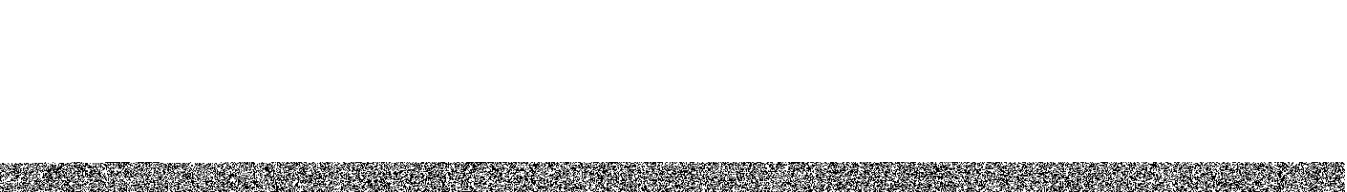


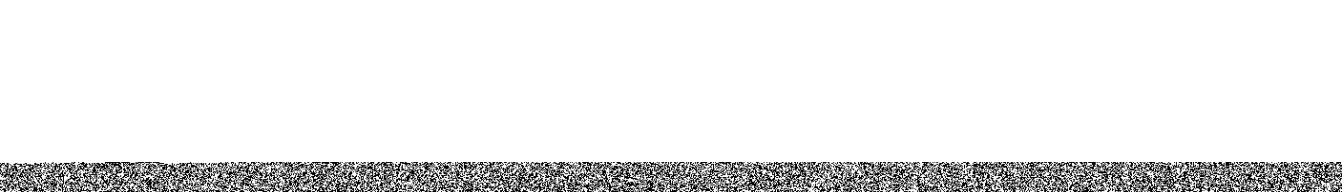


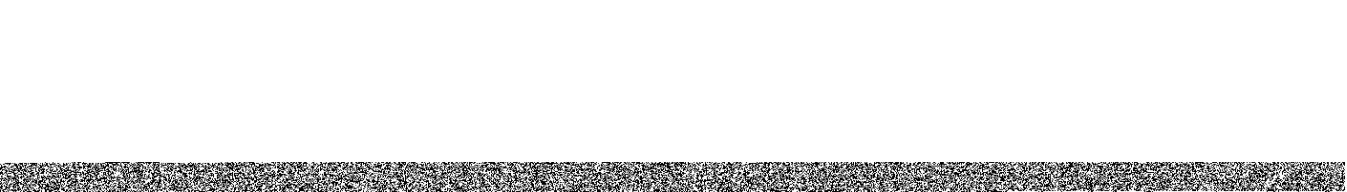




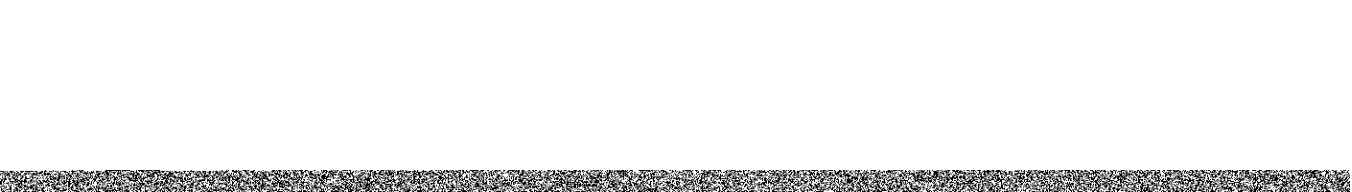


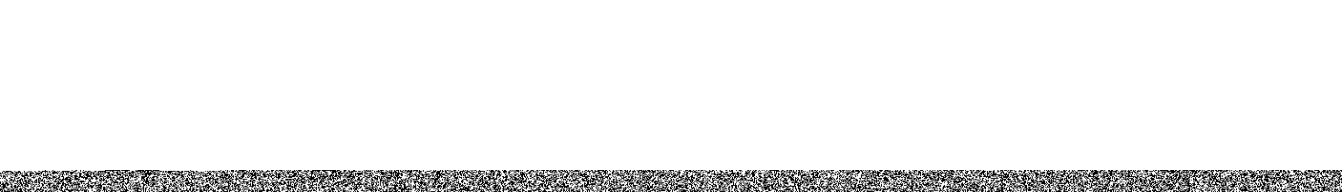


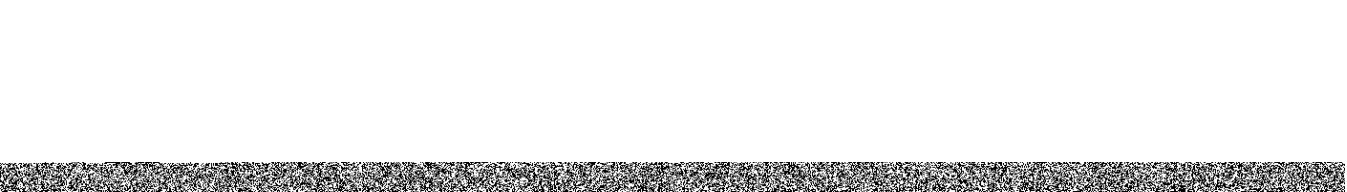


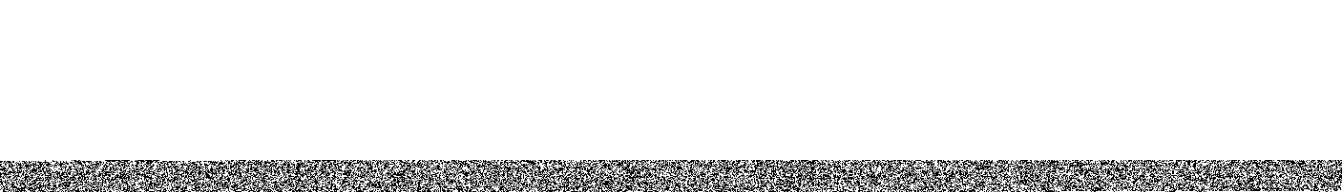


Position Title	Wage Rate Progression	Hourly Rate 12/01/01	Hourly Rate 05/01/02	Hourly Rate 05/01/03	Hourly Rate 05/01/04	Hourly Rate 05/01/05
RESERVE OPERATOR AND LABOR UNIT						
OPTECH / LR I	Minimum	\$12.64	\$13.02	\$13.41	\$13.78	\$14.16
	1st Step	\$13.59	\$14.00	\$14.42	\$14.82	\$15.23
	2nd Step	\$14.65	\$15.09	\$15.54	\$15.97	\$16.41
	3rd step	\$15.76	\$16.23	\$16.72	\$17.18	\$17.65
After 175 hrs. as Optech in Operations	Maximum	\$17.07	\$17.58	\$18.11	\$18.61	\$19.12
STUDENT LABORER	Maximum	\$8.08	\$8.32	\$8.57	\$8.81	\$9.05

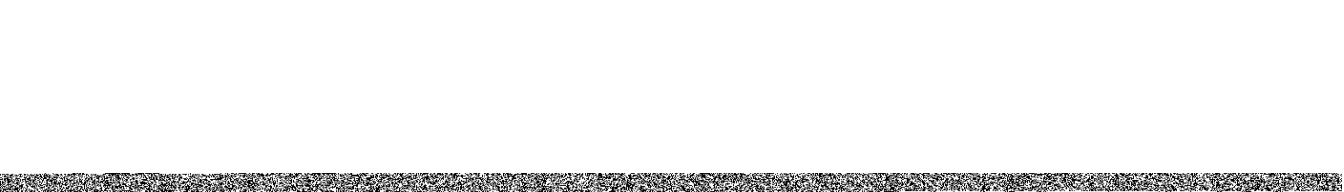




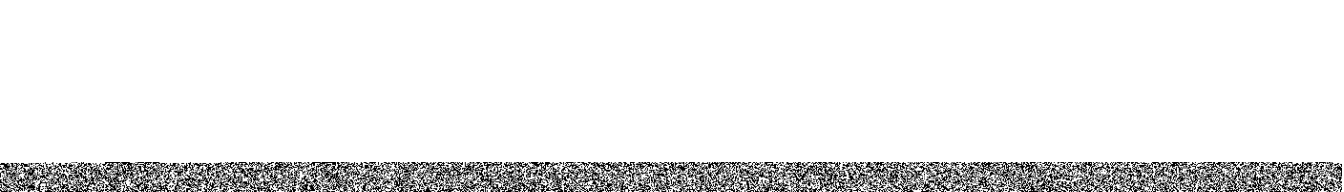


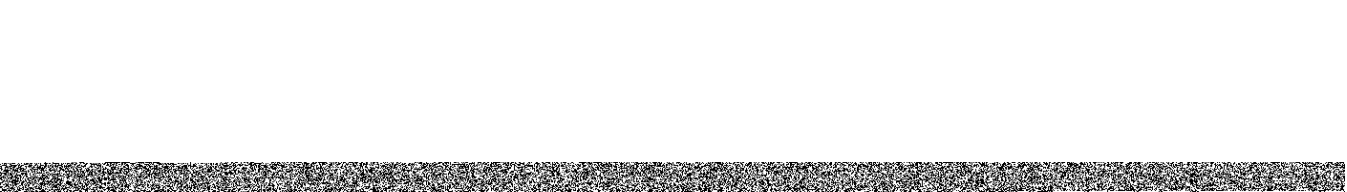


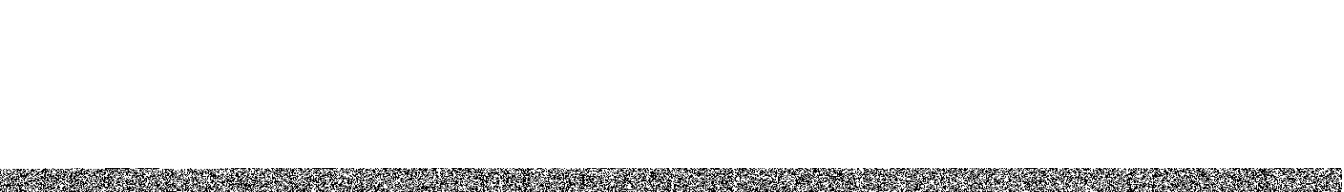


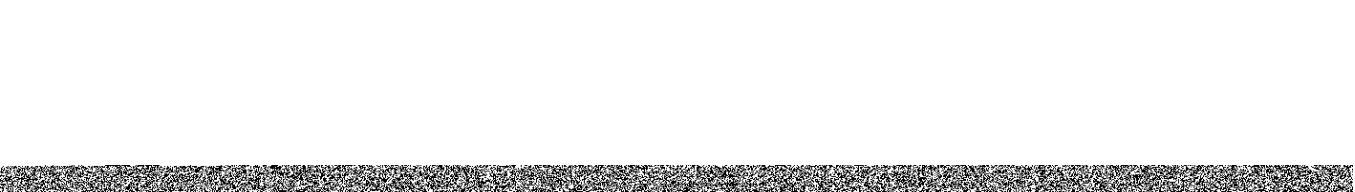






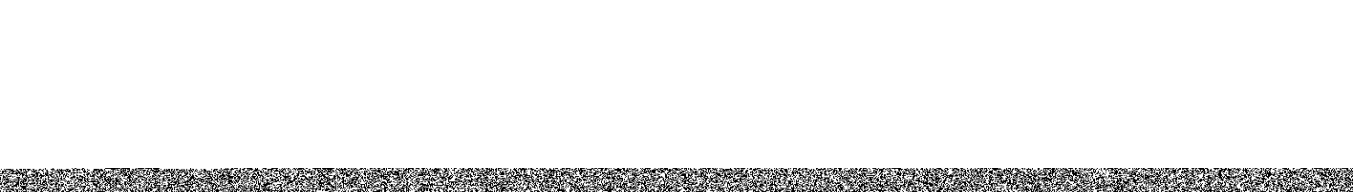


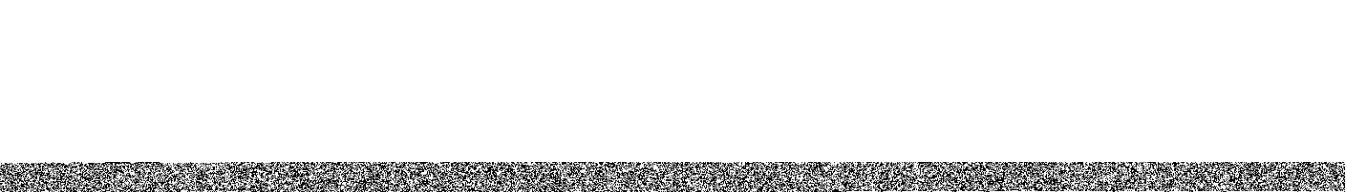


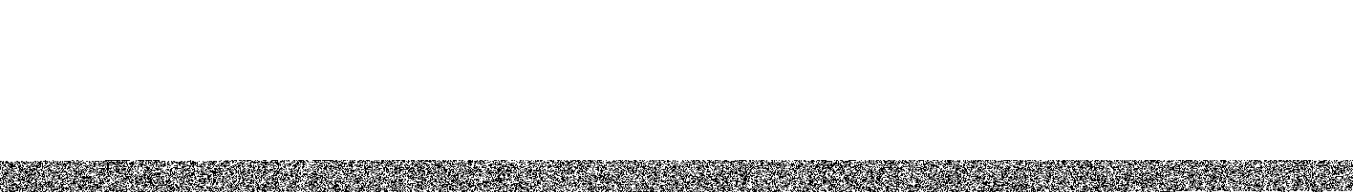


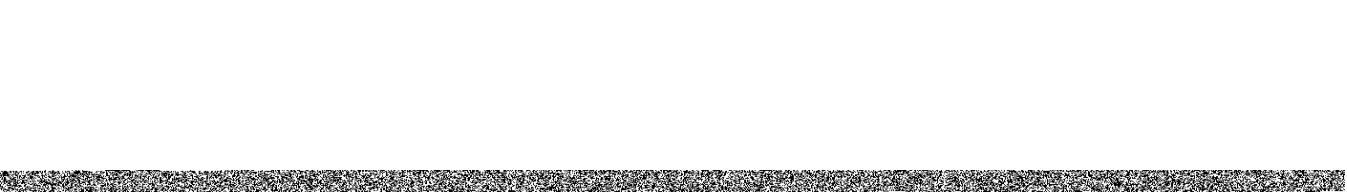
Position Title	Wage Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Progression		12/01/01	05/01/02	05/01/03	05/01/04	05/01/05
OPTECH / C IV	Minimum	\$21.21	\$21.85	\$22.51	\$23.13	\$23.77
(BUO)	Maximum	\$21.75	\$22.40	\$23.07	\$23.70	\$24.35
OPTECH / C IV (TO)	Minimum	\$21.21	\$21.85	\$22.51	\$23.13	\$23.77
	Maximum	\$21.75	\$22.40	\$23.07	\$23.70	\$24.35
MAINTENANCE AND SHIFT MAINTENANCE UNIT						
Work Management	Minimum	\$24.45	\$25.18	\$25.94	\$26.65	\$27.38
Planner	Maximum	\$25.26	\$26.02	\$26.80	\$27.54	\$28.30









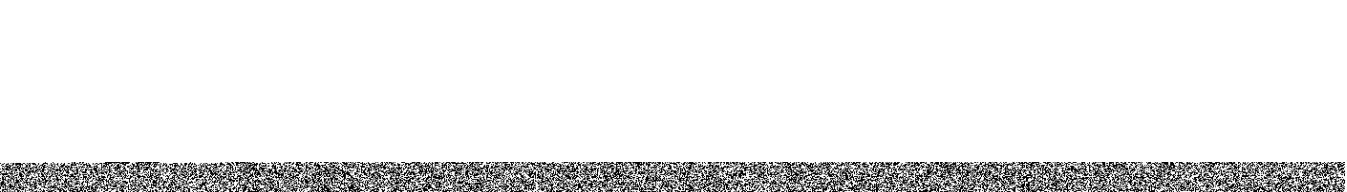


RESERVE OPERATOR AND LABOR UNIT

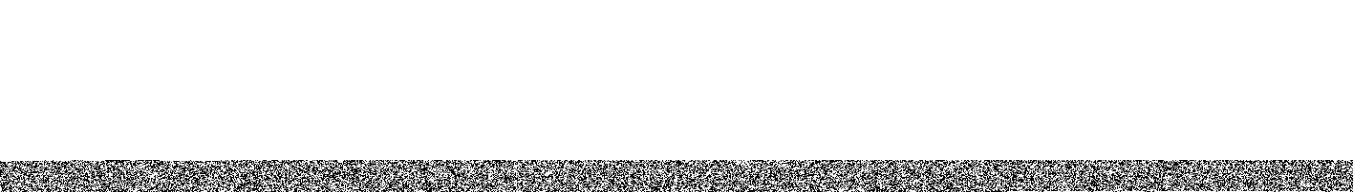
	Wage Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Position Title	Progression	12/01/01	05/01/02	05/01/03	05/01/04	05/01/05
OPTECH / LR I	Minimum	\$12.64	\$13.02	\$13.41	\$13.78	\$14.16
	1st Step	\$13.59	\$14.00	\$14.42	\$14.82	\$15.23
	2nd Step	\$14.65	\$15.09	\$15.54	\$15.97	\$16.41
	3rd step	\$15.76	\$16.23	\$16.72	\$17.18	\$17.65
After 175 hrs. as	Maximum	\$17.07	\$17.58	\$18.11	\$18.61	\$19.12
Optech in Operations						
STUDENT LABORER	Maximum	\$8.08	\$8.32	\$8.57	\$8.81	\$9.05



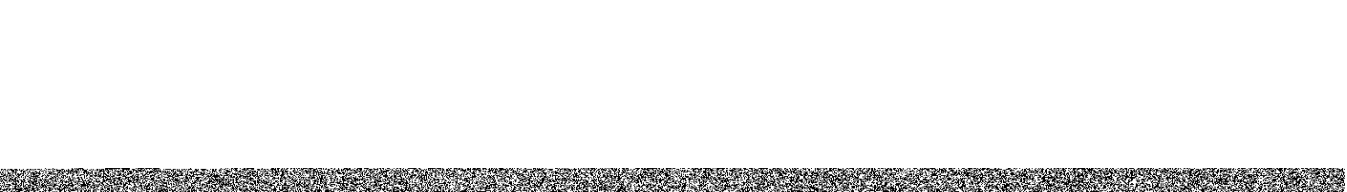


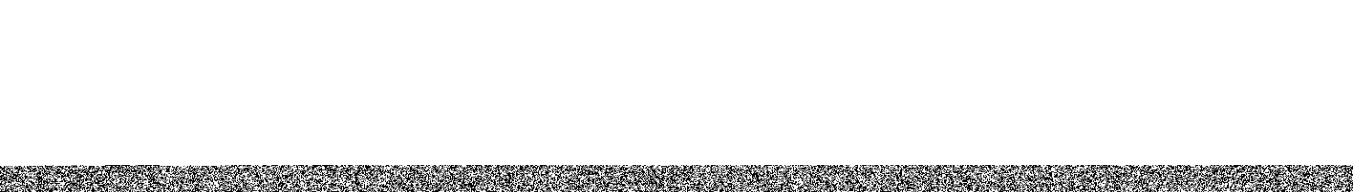


Position Title	Wage Rate Progression	Hourly Rate 12/01/01	Hourly Rate 05/01/02	Hourly Rate 05/01/03	Hourly Rate 05/01/04	Hourly Rate 05/01/05
BARGE HANDLER	Maximum	\$17.21	\$17.73	\$18.26	\$18.76	\$19.28
MAINTENANCE UNIT REPAIRMAN HELPER	Minimum	\$17.26	\$17.78	\$18.31	\$18.81	\$19.33
	Maximum	\$17.71	\$18.24	\$18.79	\$19.31	\$19.84
REPAIRMAN C	Minimum	\$18.42	\$18.97	\$19.54	\$20.08	\$20.63
	Maximum	\$19.47	\$20.05	\$20.65	\$21.22	\$21.80



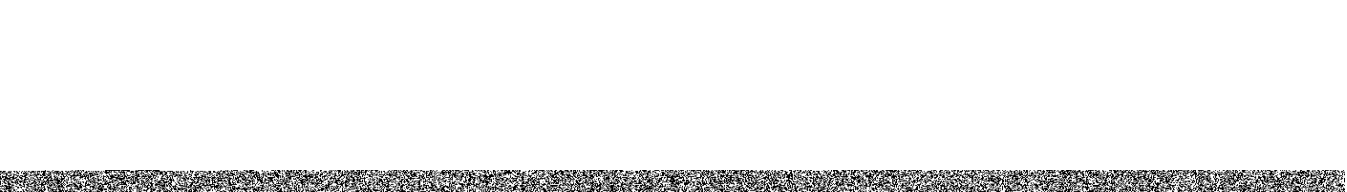
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Position Title	Wage Rate Progression	12/01/01	05/01/02	05/01/03	05/01/04	05/01/05
ATTENDANT B**	Minimum	\$19.47	\$20.05	\$20.65	\$21.22	\$21.80
	After 1,050 hrs.	\$20.38	\$20.99	\$21.62	\$22.21	\$22.82
ATTENDANT A**	Minimum	\$21.29	\$21.93	\$22.59	\$23.21	\$23.85
	After 1,050 hrs.	\$22.35	\$23.02	\$23.71	\$24.36	\$25.03
CONTROL OPERATOR #7	Minimum	\$23.22	\$23.92	\$24.64	\$25.32	\$26.02
	After 1,050 hrs.	\$23.68	\$24.39	\$25.12	\$25.81	\$26.52
CONTROL OPERATOR #8	Minimum	\$24.02	\$24.74	\$25.48	\$26.18	\$26.90
	After 1,050 hrs.	\$24.24	\$24.97	\$25.72	\$26.43	\$27.16

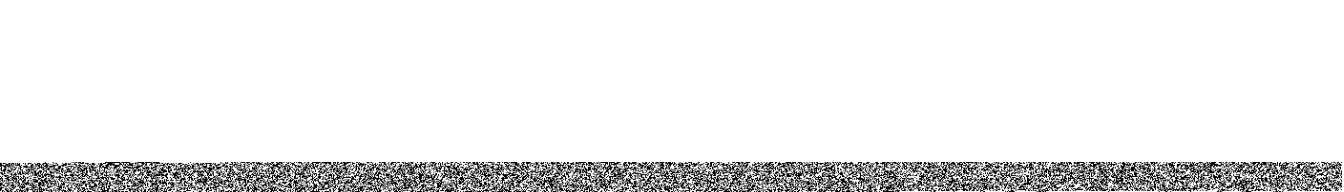


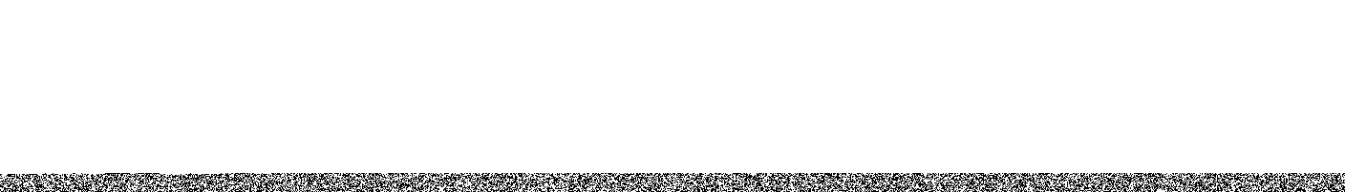


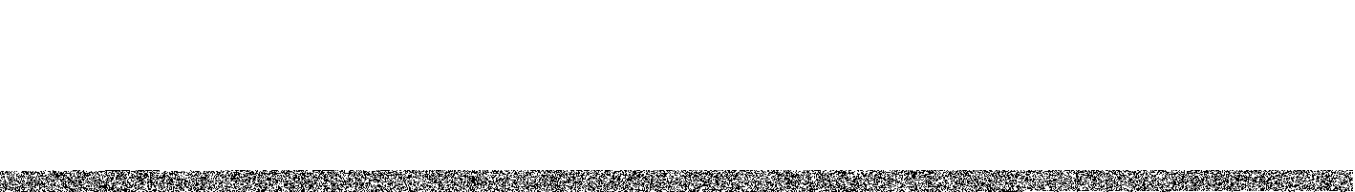






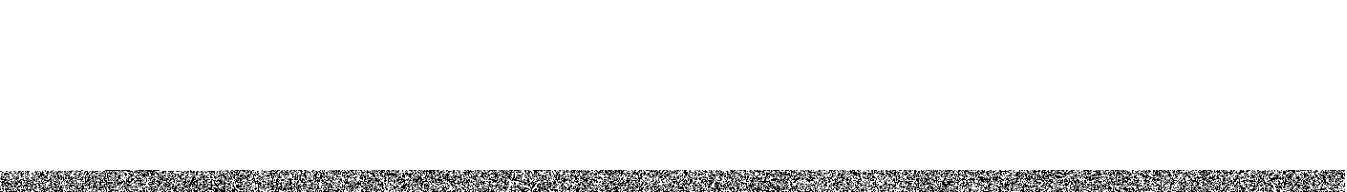


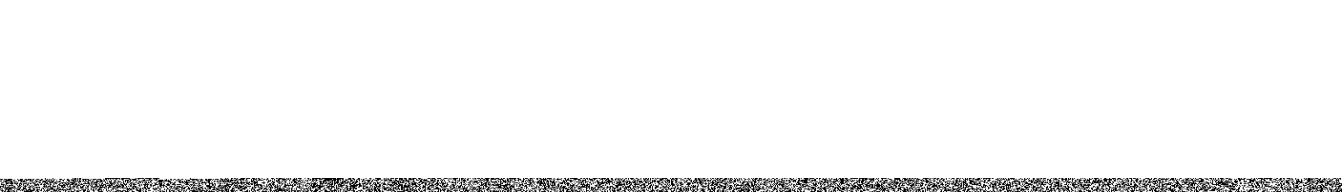


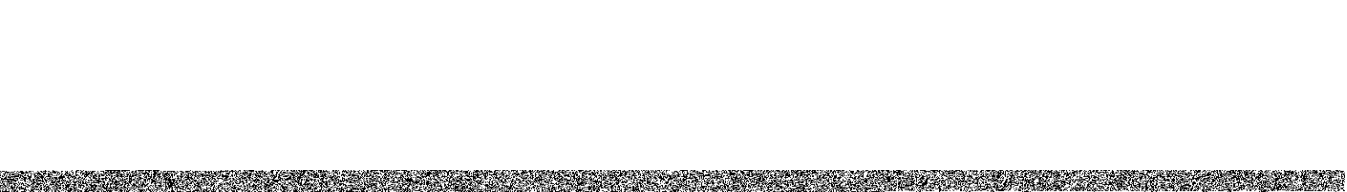


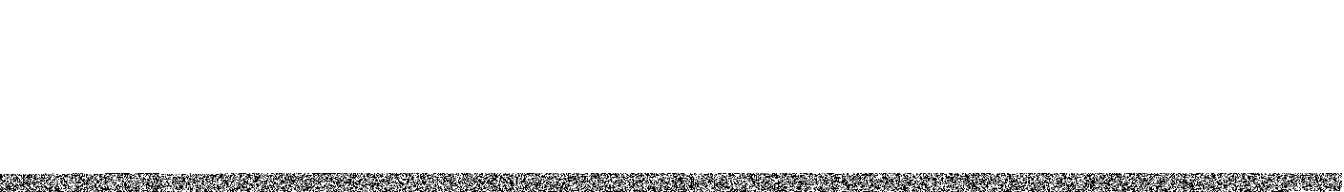


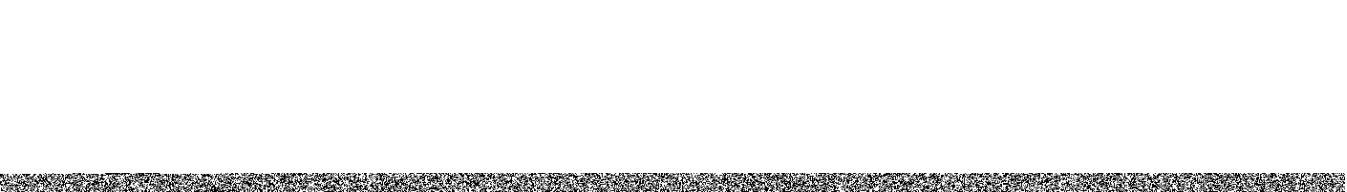












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JANUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

MARCH

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE

S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST

S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2002

JANUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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JULY

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2003

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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SEPTEMBER

S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
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16	17	18	19	20	21	22
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DECEMBER

S	M	T	W	T	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2004

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
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21	22	23	24	25	26	27
28	29	30	31			

APRIL

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MAY

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE

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20	21	22	23	24	25	26
27	28	29	30			

JULY

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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
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SEPTEMBER

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OCTOBER

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NOVEMBER

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	1	2	3	4	5	6
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21	22	23	24	25	26	27
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DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2005

JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL

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3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY

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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE

S	M	T	W	T	F	S
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5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30		

JULY

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
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AUGUST

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21	22	23	24	25	26	27
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SEPTEMBER

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OCTOBER

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NOVEMBER

S	M	T	W	T	F	S
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6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2006

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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26	27	28	29	30	31	

APRIL

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MAY

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21	22	23	24	25	26	27
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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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8	9	10	11	12	13	14
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22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
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DECEMBER

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NOTES